ATTORNEY GENERAL FOR THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

And

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

For an Approval of Their Plan of Merger Under Section 907-b of the Not-for-Profit Corporation Law and Authorizing the Filing of a Certificate of Merger: under Section (904/906) of the Not-for-Profit Corporation Law

Index No.:

TO: OFFICE OF THE ATTORNEY GENERAL, ANTITRUST BUREAU

The Capitol

Albany NY 12224-0341

Petitioners, RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. ("RSA") and COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. ("CHIP") by Aaron Sirulnick, Chairman of the board of directors of RSA (the "RSA Board") and Zachary Kerr, Chairman of the board of directors of CHIP (the "CHIP Board") for their Verified Petition ("Petition") herein respectfully allege:

INTRODUCTION

1. Petitioners entered into a Letter of Intent dated June 7, 2023 ("Letter of Intent") expressing their desire to merge with one another, which letter is attached hereto as Exhibit 10A. Petitioners subsequently entered into an Agreement and Plan of Merger dated April 25, 2024 (the

"Agreement and Plan of Merger"), which is attached hereto as Exhibit 1. Pursuant to the Agreement and Plan of Merger, CHIP shall merge with and into RSA (the "Merger"), with the result that RSA would be the surviving corporation (the "Surviving Corporation") at closing (the "Closing"), subject to regulatory approval. The Agreement and Plan of Merger contemplates the filing of a proposed Certificate of Merger (the "Certificate of Merger") with the New York State Department of State in order to effect the Merger. Such Certificate of Merger is attached hereto as Exhibit 2.

2. As this Petition details, the Merger satisfies the standards for approval set forth in Section 907-b of the New York Not-for-Profit Corporation Law the ("N-PCL"). The merger raises no colorable, let alone substantial, concern under antitrust law, and there is no set of members whose interests might be substantially prejudiced CHIP members unanimously supported the proposed Merger. RSA members—big and small—overwhelmingly supported transaction with only 25 members out the total active membership of 7094 members objecting. The objects, purposes and activities of the constituent corporations are similar. The underlying member community they each serve is largely the same, and they do so by engaging in public policy development on an overlapping set of issues, often taking the exact same position. The boards of the constituent corporations believe that the proposed merger is in the best interests of each of the constituent corporations because, among other reasons, the Merger would eliminate their duplication of efforts and overhead, enabling the combined entity to serve the members more effectively. RSA and CHIP have each independently retained and obtained the advice of antitrust counsel in proceeding with the proposed merger. Antitrust counsel for each Petitioner provided guidelines for their conduct during the merger negotiation process, designed to maintain separate

decision-making and operations by each Petitioner. Those guidelines have been observed by the Petitioners during the process that culminates in this petition.

3. Accordingly, Petitioners request that the Office of the New York State Attorney General (the "Attorney General"), pursuant to Section 907-b of the N-PCL, approve the Agreement and Plan of Merger and authorize the filing of the Certificate of Merger.

OVERVIEW OF RSA

4. RSA's certificate of incorporation was filed by the New York Department of State on May 12, 1969 under the name "Real Estate Industry Stabilization Association of N.Y.C., Inc." RSA was formed under the Membership Corporations Law of the State of New York. On August 13, 1969, a certificate of amendment changed the name of the corporation to "Rent Stabilization Association of N.Y.C., Inc." RSA's certificate of incorporation has since been modified pursuant a certificate of amendment filed on June 7, 1984 and a certificate of change filed on November 14, 1995. A copy of RSA's original Certificate of Incorporation and all amendments thereto are attached to this Petition as Exhibit 3A-1. A copy of RSA's current Amended and Restated Bylaws ("RSA's Bylaws") is attached hereto as Exhibit 3A-2.

5. RSA is a membership organization with two classes of membership: regular membership and associate membership. Pursuant to Article Three, Section 2 of RSA's Bylaws, regular membership of RSA is "open to any individual, firm, corporation or other legal entity" "engaged in the ownership and/or management of residential real estate, whether or not such real estate is subject to rent regulatory laws of the State of New York or the City of New York, who subscribes to the purposes enumerated in Article Two" of RSA's Bylaws….Only regular members shall have the right to vote on matters submitted to the membership." In accordance with Article Four, Section 8 of RSA's Bylaws, regular members "shall be entitled to one vote for each

…residential dwelling unit registered" with RSA (a "Voting Unit"). Pursuant to Article Three, Section 3 of RSA's Bylaws, associate membership is "open to any individual, firm, corporation or other legal entity which renders professional or other services to the real estate industry. Associate members shall not be entitled to vote on any matters submitted to the membership."

6. Regular members of RSA elect its board of directors (the "RSA Board"), which, pursuant to Article Five, Section 2 of RSA's Bylaws, shall consist of not less than 10 nor more than 36 directors. Presently, there are 25 directors and no vacancies. Attached as Exhibit 9A is a current list of RSA's directors. Governance changes already made by RSA in advance of the Merger, including changes to or restructuring of its board of directors, include the following: (i) Certain CHIP directors, listed on Exhibit 11A , who previously served on both constituent corporations' boards, resigned their directorships in CHIP in order to serve on RSA's Special Committee, which was established by the RSA Board on May 18, 2023 to evaluate the Merger. Attached as Exhibit 11B are such resignations and set forth on Exhibit 11C is the RSA Board resolution establishing the Special Committee; (ii) Certain RSA directors, listed on Exhibit 11D, who previously served on both constituent corporations' boards, resigned their directorships in RSA in order to serve on CHIP's Merger Committee, which was established by the CHIP Board on May 24, 2023 to evaluate the Merger. Attached as Exhibit 11E are such resignations.

7. The RSA Board elects the officers of RSA, which, pursuant to Article 8, Section 1 of RSA's Bylaws, shall include a Chair, Vice Chair, President, one or more Vice-Presidents, a Treasurer and a Secretary.

8. RSA's regular members are entitled to vote on "all matters" in accordance with Article 3, Section 2 and Article 4, Section 8 of RSA's Bylaws.

9. RSA's sole office is located at 123 William Street, 12th Floor, New York, NY 10038.

10. Attached as Exhibit 6A-1 is a statement of all of RSA's property, the manner in which it is held, and all of its liabilities and the amount and sources of its income, in the form of its filed IRS Form 990 for the fiscal year ending December 31, 2022. RSA's audited consolidated financial statements for the years ended December 31, 2022 and 2021 are also attached hereto as Exhibit 6A-2.

11. RSA's Bylaws state that it is organized for the following purposes:

a. "To represent and advocate for the interests of the owners of any residential properties, whether or not such properties are subject to or otherwise affected by rent regulatory laws of the State of New York or the City of New York;"

b. "To provide products and services to owners of residential properties in the State of New York which are related to requirements imposed by federal, state or local law, and to receive revenues for the provision thereof;"

c. "To provide educational and other informational services to owners of residential properties in the State of New York which will assist owners in their ability to comply with requirements imposed by federal, state or local law relating to the maintenance and operation of their residential properties, and to receive revenues for the provision thereof;"

d. "To take, receive, collect, and solicit monies from its members in exchange for the products and services it makes available to its members and for its own direct corporate objectives;"

e. "To carry on all or any of its activities and to purchase or acquire, hold or dispose of such property, real, personal or mixed, as may be required for the transaction of its business or the conduct of its affairs in any part of the City of New York or State of New York."

12. RSA does not have any endowed or restricted funds.

OVERVIEW OF CHIP

13. CHIP's certificate of incorporation was filed by the Department of State on December 28, 1966. CHIP's certificate has since been modified pursuant to a certificate of type filed on October 26, 2006, a certificate of change filed on September 7, 2016, and a certificate of amendment filed on December 19, 2006.

14. A copy of CHIP's original Certificate of Incorporation and all amendments thereto are attached to this Petition as Exhibit 3B-1. A copy of CHIP's current Amended and Restated Bylaws ("CHIP's Bylaws") is attached hereto as Exhibit 3B-2.

15. CHIP is a membership organization with five classes of membership: "voting regular members," "nonvoting regular members," "nonvoting associate members," "founding members," and "other nonvoting members." Pursuant to Article Three, Section A of CHIP's Bylaws:

a. Voting regular members "shall have all the rights and privileges of members of the corporation. Voting regular membership is open to any person who is an owner or operator of residential real estate, or a representative of any firm, association, or corporation who is an owner or operator of residential real estate and who is serving as a director of [CHIP]. Admission of voting regular members is determined by the Board."

b. Nonvoting regular members "shall have such rights and privileges as the board of directors establishes by resolution but shall have no right to vote. Nonvoting regular membership is open to any person, firm, association or corporation who is an owner or operator of residential real estate. Admission of nonvoting regular members shall be determined by the board of directors."

c. Nonvoting associate members "shall have such rights and privileges as the board of directors establishes by resolution but who shall have no right to vote. Nonvoting associate membership is open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Admission of nonvoting associate members shall be determined by the board of directors."

d. Founding membership shall be comprised of the founding members of CHIP.

e. Other nonvoting member classes may be established by the board of directors.

16. Despite CHIP's Bylaws providing for the five (5) classes of membership described above, CHIP's membership currently consists solely of (i) one hundred ninety-nine (199) "voting regular members" and (ii) seventy-two (72) "nonvoting associate members." CHIP has no members occupying its other membership classes, i.e., its "nonvoting regular", "founding," and "other nonvoting member" classes.

17. CHIP's voting regular members elect its board of directors (the "CHIP Board"), which, pursuant to Article Four, Section D of CHIP's Bylaws, shall consist of not less than 3 nor more than 40 directors. Presently, there are 40 directors and 0 vacancies. Attached as Exhibit 9B is a current list of CHIP's directors. Anticipated changes in the directors of CHIP that are expected to result from the Merger include the fact that the individuals listed on Exhibit 11D are

not expected to serve on the Surviving Corporation's board of directors. Governance changes already made by CHIP in advance of the Merger, including changes to or restructuring of its board of directors, include the following: (i) Certain CHIP directors, listed on Exhibit 11D, who previously served on both constituent corporations' boards, resigned their directorships in RSA in order to serve on the CHIP Merger Committee that was established to evaluate the Merger. Attached as Exhibit 11E are such resignations. (ii) Certain RSA directors, listed on Exhibit 11A, who previously served on both constituent corporations' boards, resigned their directorships in CHIP in order to serve on the RSA Special Committee that was established to evaluate the Merger. Other changes made to the CHIP Board in advance of the merger include the departure of the directors set forth on Exhibit 11A-1 from the CHIP Board. Where applicable, their resignations are set forth on Exhibit 11A-2.

18. Pursuant to Article 5, Section B of CHIP's Bylaws, all officers of CHIP must also be directors of CHIP, and such officers are elected by the regular voting members. Pursuant to Article Five, Section A. of CHIP's Bylaws, such officers shall include a President, not more than five Vice-Presidents, one Secretary, one Treasurer, one Chairman, and not more than five Vice Chairmen.

19. In accordance with Article 3, Section A.1 and Article 3, Section K of CHIP's Bylaws, CHIP's regular voting members are entitled to vote on each matter submitted to a vote of members.

20. CHIP's address is P.O. Box 1040, New York, New York 10272.

21. A statement of CHIP's property and the manner in which it is held is provided in the form of Exhibits 6B-1 through 6B-3, which include (i) CHIP's filed IRS Form 990 for the fiscal year ending December 31, 2023, (ii) CHIP's balance sheets as of April 8, 2024 and December 31,

2023, and (iii) CHIP's annual profit and loss information for the fiscal year ended December 31, 2022. CHIP's financial statements are prepared in accordance with the cash basis of accounting pursuant to which the only asset recognized is cash, no liabilities are recognized, and all transactions are recognized as either cash receipts or disbursements. CHIP has no property other than cash and office equipment.

22. A statement of all of CHIP's liabilities is provided in the form of the list set forth on Exhibit 6B-4. A statement of the amount and sources of CHIP's annual income is provided in the form of CHIP's filed IRS Form 990 for the fiscal year ending December 31, 2022, which is attached hereto as Exhibit 6B-1.

23. Article One of CHIP's Bylaws state that "[t]he purposes and objects of [CHIP] shall be to promote the common good and general welfare of the people of the City and State of New York by bringing about civic and business betterments and social improvements; to promote, improve, reform and modify the rent and housing statutes of the City and State of New York; to prevent the deterioration of the available supply of residential housing in the City and State of New York; to prevent the spread of slum areas; to promote the interests of the business community and of all the people; to actively participate in bringing about better housing and a better financial and business climate in the City and State of New York; and to generally restore the City and State of New York to prominence as a major residential and business community in these United States."

24. CHIP does not have any organizational mission or objective that is not subsumed by the missions and objectives of RSA. Furthermore, there is no substantive distinction between the advocacy work undertaken by CHIP and RSA, and CHIP does not provide any benefits to its members beyond what RSA provides to its own members.

25. CHIP does not have any endowed or restricted funds.

26. The boards of directors of the following affiliates of CHIP consist entirely of individuals who are also directors on the CHIP Board: Associated Builders and Owners of Greater New York ("ABO"), National Associated Builders and Owners of Greater NY ("NABO"), and Gotham Housing Coalition ("GHC," and together with ABO and NABO, the "CHIP Affiliates"). A list of directors for each entity is provided as Exhibit 6B-5. ABO and NABO are New York not-for-profit corporations, and GHC is a Delaware non-profit, non-stock corporation. Copies of the certificates of incorporation for the CHIP Affiliates are provided as Exhibits 6B-6, -7, and -8. Profit and loss statements for the CHIP Affiliates for the year ended December 31, 2023 are provided as Exhibits 6B-9, -10, and -11.

THE MERGER AGREEMENT

27. As discussed above, the Agreement and Plan of Merger attached as Exhibit 1 provides for CHIP to merge with and into RSA, with the result that RSA shall be the Surviving Corporation. At the effective time of the Merger, pursuant to the Certificate of Merger attached as Exhibit 2, RSA will be renamed New York Apartment Association.

28. As a result of the Merger, all the property, rights, privileges, immunities, powers, purposes, franchises, licenses and authority of CHIP, including all cash and all intellectual property owned, licensed or held for use by CHIP, shall vest in RSA, and all debts, liabilities, duties and obligations of CHIP shall become the debts, liabilities, duties and obligations of RSA.

29. Pursuant to the Agreement and Plan of Merger, the principal conditions that must be satisfied prior to consummation of the Merger by the Petitioners are:

a. Receipt of "any consents, authorizations, orders and approvals required from governmental authorities, including the approval of the New York Attorney General.

b. The Agreement and Plan of Merger shall have been duly adopted by the requisite member vote of each party's voting members, i.e., "approval by the voting members … in accordance with applicable law, including Sections 903(a)(2) and 613(c) of the N-PCL, which require that the Agreement be approved by a two-thirds vote of each party's voting members at a meeting; provided that the affirmative votes cast in favor of any such action shall be at least equal to the quorum. Blank votes or abstentions shall not be counted in the number of votes cast."

c. There not "being in effect any statute, regulation, order, decree or judgment of any Governmental Authority which makes illegal or enjoins or prevents the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated."

30. On June 6, 2023, the RSA Board approved the Letter of Intent. On January 25, 2024, the RSA Board approved the Agreement and Plan of Merger. Attached as Exhibit 4A are minutes from these and other meetings of the RSA Board, RSA's committees and membership at which the Merger was discussed.

31. As described in paragraphs below, the Agreement and Plan of Merger was approved by each corporation in accordance with the laws of the State of New York.

32. On January 17, 2024, the Special Committee of the RSA Board approved a resolution to recommend the Agreement and Plan of Merger to the RSA Board. Such Special Committee resolution is included in the attached Exhibit 4A. The members of the Special Committee are Aaron Sirulnick, Michael Laub, Gary Jacob, Lennard Katz, Mark Engel, Chris Athineos and Michael Kerr. Mr. Christopher Athineos voted against the recommendation. Mr.

Athineos' objections to recommending the merger have included the concerns discussed in paragraph 34 below.

33. On January 25, 2024, at an RSA Board meeting, duly called and held pursuant to RSA's Bylaws, the RSA Board approved the Agreement and Plan of Merger. Twenty-three of 25 total directors were present at the meeting, therefore a quorum of one third of all directors in office at the time was established. Seventeen votes were cast in favor, and 6 votes were cast against. A certified copy of the RSA Board minutes from this January 25, 2024 meeting, and the resolution approving the Agreement and Plan of Merger is included in Exhibit 4A. At a meeting on April 2, 2024 of RSA's regular members, duly called and held pursuant to RSA's Bylaws to approve the Agreement and Plan of Merger, 144,502 of 373,127 total Voting Units were present in person or by proxy, and a quorum of thirty percent (30%) of the total number of Voting Units entitled to be cast was established. Each member is entitled to a number of votes corresponding to the number of rental units they have registered under their RSA membership. 143,389 Voting Units (by 1149 members) were cast in favor, 1,147 Voting Units (by 25 members) were cast against, and seven Voting Units (by one member) were not voted. A certified copy of the membership resolution approving the Agreement and Plan of Merger is included in the attached Exhibit 4A.

34. The Agreement and Plan of Merger received overwhelming—more than 99%--approval of the members of RSA. Merely 25 out of 7094 active members objected, representing less 0.4%. Out of those present at the member meeting, these 25 objecting members represented 2.1% of the 1175 members present, and only 0.8% of the actual vote/unit count. Attached as Exhibit 12 is a record of the vote at the member meeting.

35. Outside of the April 2, 2024 member meeting, The following directors, who are also regular members of RSA, have raised concerns over the Merger, and also voted against the

resolution (joined by RSA directors and regular members Oscar Perez and Joanna Wong): Chris Athineos, Helen Daniels, Jimmy Silber, and Roger Melzer. These concerns have related to the time afforded to review the Agreement and Plan of Merger and related documents and the transaction structure, representation of small property owners in the Surviving Corporation (and their voice under a combined structure on issues such as dues, financial strength of the organization, and the legislative agenda) and the scope of insurance policies covering the Petitioners and any tail liability that might affect the Surviving Corporation.

36. The Petitioners are not aware of any concerns based on an anticipated reduction of competition between RSA and CHIP. Nor has there been any credible argument that the interests of some category of members might be substantially prejudiced. Whereas some objecting directors have positioned their concerns as those of the "small" owners, this characterization is belied by the actual votes. The overwhelming majority of such "small" owners participating in the April 2, 2024 member meeting supported the proposed Merger. Specifically, out of 975 members with 50 or less units who participated in the vote, 954 members voted in favor representing just about 98% of such small owners. The overwhelming support for the proposed Merger is reflected in any such sub-category of the membership. Indeed, out of the members with ten or less units, 521 members voted in favor with only 8 members objecting, reflecting an even higher level of support, 98.5%, among these smaller owners.

37. On May 24, 2023, the Executive Committee of the CHIP Board approved the Letter of Intent. On January 17, 2024, the CHIP Board approved the Agreement and Plan of Merger. Attached as Exhibit 4B are minutes from these and other meetings of the CHIP Board, CHIP's committees and membership at which the Merger was discussed.

38. At the January 17, 2024 CHIP Board meeting, duly called and held pursuant to CHIP's Bylaws to approve the Agreement and Plan of Merger, 25 of 40 total directors were present, and a quorum was established. 24 votes were cast in favor, no votes were cast against, and one member abstained. A certified copy of the CHIP Board minutes from this meeting, and the resolution approving the Agreement and Plan of Merger are included in the attached Exhibit 4B. At a February 28, 2024 meeting of CHIP's voting regular members, duly called and held pursuant to the CHIP Bylaws, to approve the Agreement and Plan of Merger, 109 of 199 total voting regular members were present in person and by proxy, and a quorum was established. 107 votes were cast in favor, one vote was cast against, and one member abstained. A certified copy of the minutes from the member meeting approving the Agreement and Plan of Merger is included in the attached Exhibit 4B.

39. In connection with the Letter of Intent and the Agreement and Plan of Merger, Petitioners have entered into a Confidentiality Agreement, attached here as Exhibit 10B.

40. Except for the approval sought pursuant to this Petition, no approvals or consents of any governmental body or agency are required for the Merger pursuant to N-PCL §§ 909 and 404.

ORGANIZATIONAL STRUCTURE FOLLOWING THE MERGER

41. Immediately upon the Effective Time:

(i) the Amended and Restated Certificate of Incorporation of the Surviving Corporation attached hereto as Exhibit 3C-1 will take effect, which, along with the Certificate of Merger, would change RSA's name at the Effective Time to "New York Apartment Association, Inc." Such Amended and Restated Certificate of Incorporation would also remove provisions from RSA's current certificate of incorporation which limit the size of RSA's board of directors;

(ii) the Amended and Restated Bylaws of the Surviving Corporation attached hereto as Exhibit 3C-2 will take effect, which would, among other things, establish two (2) classes of membership:

a. "Voting members who shall have all the rights and privileges of members of the corporation. Eligibility for voting membership [would be] open to any person who is an owner or operator of residential real estate, or a representative of any firm, association or corporation who is an owner or operator of residential real estate…Admission of voting members shall be determined by [Surviving Corporation's] board of directors."

b. "Nonvoting associate members who shall have such rights and privileges as the [Surviving Corporation's board of directors] establishes by resolution, but who shall have no right to vote. Eligibility for nonvoting associate membership [would be] open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Any additional criteria for admission of nonvoting associate members shall be determined by [Surviving Corporation's] board of directors."

(iii) All voting regular members of CHIP shall be converted into voting members of the Surviving Corporation.

(iv) All nonvoting associate members of CHIP shall be converted into nonvoting associate members of the Surviving Corporation;

(v) All regular members of RSA shall be converted into voting members of the Surviving Corporation; and

(vi) all associate members of RSA shall be converted into nonvoting associate members of the Surviving Corporation,

The names of the directors of the Surviving Corporation upon the Effective Time of the Merger are set forth on Exhibit B of the Merger Agreement.

42. As a result of the Merger, the CHIP Affiliates will become affiliates of the Surviving Corporation.

43. RSA's President, Mr. Joseph Strasburg, will continue to serve as President while the Petitioners continue to search for his successor. No other changes to the executive management of the Petitioners are expected.

THE MERGER MEETS N-PCL STANDARDS FOR APPROVAL

44. The merger of CHIP with and into RSA is authorized by the laws of New York State, where each constituent corporation is formed. Section 901 of the N-PCL states that "two …domestic corporations may, as provided in this chapter … merge into a single corporation which shall be one of the constituent corporations."

45. Section 907-b(f) of the N-PCL authorizes a merger of two corporations where "the interests of the constituent corporations and the public interest will not be adversely affected by the merger."

46. The interests of the constituent corporations will not be adversely affected by the merger. RSA and CHIP each currently act as advocates for residential property owners in the City and State of New York, and the combined expertise and resources of both organizations will deliver more value to their respective members, many of which are members of both organizations.

As reflected in paragraphs 2, 11, 23 and 24 above, the missions and objectives of RSA and CHIP are substantively similar. Following the Merger, the Surviving Corporation will continue to execute RSA's and CHIP's mission and objectives, and serve CHIP's and RSA's members in a manner similar to how they are currently being served. If anything, the Surviving Corporation will be able to serve these members better because of the elimination of duplicative efforts and the financial strength the combination is likely to create.

47. As detailed above, Petitioners are not aware of any concerns raised based on lack of competition between the RSA and CHIP. Nor has there been any concerns suggesting that there might be a sub-group of members whose interest would be substantially prejudiced by the proposed Merger. To the contrary, whether based on all members—or any sub-category of "smaller" owners—the Plan has received at a minimum 98% support. Indeed, those who voted against the proposed Merger account for less than half a percent of the active membership.

In short, the public interest will not be adversely affected by the Merger. To the contrary, for the reasons discussed above, the Surviving Corporation will continue to advocate for residential property owners and otherwise serve the combined membership uninterrupted with a more streamlined and efficient single operation.

WHEREFORE, the Petitioners request that the Attorney General, pursuant to Section 907-b of the N-PCL, approve the Agreement and Plan of Merger, and authorize the filing of the Certificate of Merger.

IN WITNESS WHEREFORE, the Petitioners have caused this Petition to be executed this ___ of ______, 2024, by

RENT STABILIZATION
ASSOCIATION OF N.Y.C., INC.

By: ________________________
Name: Aaron Sirulnick,
Title: Chairman

COMMUNITY HOUSING
IMPROVEMENT PROGRAM, INC.

By: ________________________
Name: Zachary Kerr
Title: Chairman

Filed and submitted by:
Arman Oruc
Goodwin Procter LLP
1900 N Street, N.W.
Washington, DC 20036-1612
(213) 426-2645

DRAFT
LIST OF EXHIBITS

Exhibit 1	-	Agreement and Plan of Merger
Exhibit 2	-	Proposed Certificate of Merger
Exhibit 3A-1	-	RSA Certificate of Incorporation
Exhibit 3A-2	-	RSA Amended and Restated Bylaws
Exhibit 3B-1	-	CHIP Certificate of Incorporation
Exhibit 3B-2	-	CHIP Amended and Restated Bylaws
Exhibit 3C-1	-	Surviving Corporation Amended and Restated Certificate of Incorporation
Exhibit 3C-2	-	Surviving Corporation Amended and Restated Bylaws

Exhibit 4A - RSA Minutes, Resolutions (from Board of Directors, Special Committee and Membership):

- Board Meeting Minutes/Resolutions: March 16, 2023, May 18, 2023, June 6, 2023, September 6, 2023, October 19, 2023, January 25, 2024, March 14, 2024
- Special Committee Meeting Minutes/Resolutions: January 17, 2024
- Member Meeting Minutes/Resolutions: April 2, 2024

Exhibit 4B - CHIP Minutes, Resolutions (from Board, Merger Committee,

Membership)

- Executive Committee Meeting Minutes/Resolutions: May 24, 2023
- Independent Merger Committee Meeting Minutes/Resolutions: May 24, 2023
- Board of Directors Meeting Minutes/Resolutions: December 7, 2023, January 17, 2024
- Member Meeting Minutes/Resolutions: February 28, 2024

Exhibit 5	-	[Reserved]
Exhibit 6A-1	-	RSA FY2022 Form 990
Exhibit 6A-2	-	RSA FY2022 Audited Financial Statements

Exhibit 6B-1 - CHIP FY2022 Form 990

Exhibit 6B-2 - CHIP Balance Sheets dated April 8, 2024, December 31,2023

Exhibit 6B-3 - CHIP FY2023 Profit and Loss Statement

Exhibit 6B-4 - CHIP Statement of Liabilities

Exhibit 6B-5 - CHIP Affiliates Members of Boards of Directors

Exhibit 6B-6 - ABO Certificate of Incorporation

Exhibit 6B-7 - NABO Certificate of Incorporation

Exhibit 6B-8 - GHC Certificate of Incorporation

Exhibit 6B-9 - ABO FY2023 Profit and Loss Statement

Exhibit 6B-10 - NABO FY2023 Profit and Loss Statement

Exhibit 6B-11 - GHC FY2023 Profit and Loss Statement

Exhibit 7 - [Reserved]

Exhibit 8 - [Reserved]

Exhibit 9A - RSA Members of Board of Directors

Exhibit 9B - CHIP Members of Board of Directors

Exhibit 10A - Letter of Intent

Exhibit 10B - Confidentiality Agreement

Exhibit 11A - List of directors who resigned from CHIP Board to serve on RSA Special Committee

Exhibit 11A-1 List of CHIP directors who have resigned since their election at the November 17, 2023 meeting

Exhibit 11A-2 Resignations of three directors who were elected at November 17, 2023, noting a fourth that is ill and no longer serving on the CHIP board

Exhibit 11B - Written Resignations of directors who resigned from CHIP Board to serve on RSA Special Committee

Exhibit 11C - RSA Board Resolution Establishing Special Committee

Exhibit 11D - List of directors who resigned from RSA Board to serve on CHIP Merger Committee

Exhibit 11E - Written Resignations of directors who resigned from RSA Board to serve on CHIP Merger Committee

Exhibit 12 - RSA Member Vote Information

GOODWIN

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May 9, 2024

CONFIDENTIAL

Via Electronic Delivery

James Yoon
Assistant Attorney General
Office of the New York State Attorney
General, Antitrust Bureau
The Capitol
Albany NY 12224-0341

Re: Draft Petition In the Matter of the Application of Rent Stabilization Association Of N.Y.C., Inc. and Community Housing Improvement Program, Inc. For an Approval of Their Plan of Merger and Authorizing the Filing of a Certificate of Merger

Dear Mr. Yoon:

On behalf of our client Rent Stabilization Association Of N.Y.C., Inc. ("**RSA**") in connection with its proposed merger with Community Housing Improvement Program, Inc. ("**CHIP**") and pursuant to Article 9 of the Not-for-Profit Corporation Law, please find attached (i) a draft petition with exhibits and (ii) a draft approval for the Attorney General.

This letter and its attachments contain confidential information of RSA and CHIP. We respectfully request that the Office of the Attorney General keep these documents and the information contained therein confidential pursuant to all applicable statutes, regulations, and customary confidentiality policies.

Please contact me at (213) 426 2645 if you have any questions concerning this transaction or the enclosed materials.

Sincerely,

Arman Oruc

ATTORNEY GENERAL FOR THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

And

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

For an Approval of Their Plan of Merger Under Section 907-a of the Not-for-Profit Corporation Law and Authorizing the Filing of a Certificate of Merger : under Section (904/906) of the Not-for-Profit Corporation Law

Index No.:

1. By Petition verified on __, Rent Stabilization Association of N.Y.C., Inc. ("RSA") and Community Housing Improvement Program, Inc. ("CHIP", and together with RSA, the "Petitioners") applied to the Attorney General pursuant to Article 9 of the Not-for-Profit Corporation Law for approval of an application to Merge.

2. Pursuant to an executed Agreement and Plan of Merger, CHIP will merge with and into RSA, with the result that RSA shall be the surviving corporation. At the effective time of the merger, pursuant to the Certificate of Merger, RSA will be renamed New York Apartment Association. As a result of the merger, all the property, rights, privileges, immunities, powers, purposes, franchises, licenses and authority of CHIP, including all cash and all intellectual property owned, licensed or held for use by CHIP, shall vest in RSA, and all debts, liabilities, duties and obligations of CHIP shall become the debts, liabilities, duties and obligations of RSA.

3. Based on a review of the Petition and the exhibits thereto (and the additional documents and information requested by the Attorney General), and the verifications of Aaron Sirulnick, Chairman of the Board of Directors of RSA and Zachary Kerr, Chairman of the Board of Directors of CHIP, the Attorney General has determined that the Petitioners have complied with the provisions of Article 9 the Not-for-Profit Corporation Law applicable to the merger of not-for-profit corporations, and neither the Petitioners nor any third party having raised with the Attorney General any objections to the proposed merger, and it appearing to the satisfaction of the Attorney General that the interests of the constituent corporations and the public interest will not be adversely affected by the merger, the Plan of Merger is approved and the Certificate of Merger is authorized to be filed with the Department of State.

4. A copy of the Certificate of Merger, as filed with the Department of State shall be sent to the Attorney General's office within 10 days of its filing.

____

New York State Attorney General

By:_______________________________________ Date: _______________

Assistant Attorney General

CONFIDENTIAL

ATTORNEY GENERAL FOR THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

And

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

For an Approval of Their Plan of Merger Under Section 907-b of the Not-for-Profit Corporation Law and Authorizing the Filing of a Certificate of Merger: under Section (904/906) of the Not-for-Profit Corporation Law

Index No.:

TO: NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL, ANTITRUST BUREAU

28 Liberty Street

New York, NY 10005

Petitioners, RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. ("RSA") and COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. ("CHIP") by Aaron Sirulnick, Chairman of the board of directors of RSA (the "RSA Board") and Zachary Kerr, Chairman of the board of directors of CHIP (the "CHIP Board") for their Verified Petition ("Petition") herein respectfully allege:

INTRODUCTION

1. Petitioners entered into a Letter of Intent dated June 7, 2023 ("Letter of Intent") expressing their desire to merge with one another, which letter is attached hereto as Exhibit 10A. Petitioners subsequently entered into an Agreement and Plan of Merger dated April 25, 2024 (the

"Agreement and Plan of Merger"), which is attached hereto as Exhibit 1. Pursuant to the Agreement and Plan of Merger, CHIP shall merge with and into RSA (the "Merger"), with the result that RSA would be the surviving corporation (the "Surviving Corporation") at closing (the "Closing"), subject to regulatory approval. The Agreement and Plan of Merger contemplates the filing of a proposed Certificate of Merger (the "Certificate of Merger") with the New York State Department of State in order to effect the Merger. Such Certificate of Merger is attached hereto as Exhibit 2.

2. As this Petition details, the Merger satisfies the standards for approval set forth in Section 907-b of the New York Not-for-Profit Corporation Law the (“N-PCL”). The merger raises no colorable, let alone substantial, concern under antitrust law, and there is no set of members whose interests might be substantially prejudiced CHIP members unanimously supported the proposed Merger. RSA members—big and small—overwhelmingly supported transaction with only 25 members out the total active membership of 7094 members objecting. The objects, purposes and activities of the constituent corporations are similar. The underlying member community they each serve is largely the same, and they do so by engaging in public policy development on an overlapping set of issues, often taking the exact same position. The boards of the constituent corporations believe that the proposed merger is in the best interests of each of the constituent corporations because, among other reasons, the Merger would eliminate their duplication of efforts and overhead, enabling the combined entity to serve the members more effectively. RSA and CHIP have each independently retained and obtained the advice of antitrust counsel in proceeding with the proposed merger. Antitrust counsel for each Petitioner provided guidelines for their conduct during the merger negotiation process, designed to maintain separate

decision-making and operations by each Petitioner. Those guidelines have been observed by the Petitioners during the process that culminates in this petition.

3. Accordingly, Petitioners request that the Office of the New York State Attorney General (the "Attorney General"), pursuant to Section 907-b of the N-PCL, approve the Agreement and Plan of Merger and authorize the filing of the Certificate of Merger.

OVERVIEW OF RSA

4. RSA's certificate of incorporation was filed by the New York Department of State on May 12, 1969 under the name "Real Estate Industry Stabilization Association of N.Y.C., Inc." RSA was formed under the Membership Corporations Law of the State of New York. On August 13, 1969, a certificate of amendment changed the name of the corporation to "Rent Stabilization Association of N.Y.C., Inc." RSA's certificate of incorporation has since been modified pursuant a certificate of amendment filed on June 7, 1984 and a certificate of change filed on November 14, 1995. A copy of RSA's original Certificate of Incorporation and all amendments thereto are attached to this Petition as Exhibit 3A-1. A copy of RSA's current Amended and Restated Bylaws ("RSA's Bylaws") is attached hereto as Exhibit 3A-2.

5. RSA is a membership organization with two classes of membership: regular membership and associate membership. Pursuant to Article Three, Section 2 of RSA's Bylaws, regular membership of RSA is "open to any individual, firm, corporation or other legal entity" "engaged in the ownership and/or management of residential real estate, whether or not such real estate is subject to rent regulatory laws of the State of New York or the City of New York, who subscribes to the purposes enumerated in Article Two" of RSA's Bylaws….Only regular members shall have the right to vote on matters submitted to the membership." In accordance with Article Four, Section 8 of RSA's Bylaws, regular members "shall be entitled to one vote for each

…residential dwelling unit registered" with RSA (a "Voting Unit"). Pursuant to Article Three, Section 3 of RSA's Bylaws, associate membership is "open to any individual, firm, corporation or other legal entity which renders professional or other services to the real estate industry. Associate members shall not be entitled to vote on any matters submitted to the membership."

6. Regular members of RSA elect its board of directors (the "RSA Board"), which, pursuant to Article Five, Section 2 of RSA's Bylaws, shall consist of not less than 10 nor more than 36 directors. Presently, there are 25 directors and no vacancies. Attached as Exhibit 9A is a current list of RSA's directors. Governance changes already made by RSA in advance of the Merger, including changes to or restructuring of its board of directors, include the following: (i) Certain CHIP directors, listed on Exhibit 11A , who previously served on both constituent corporations' boards, resigned their directorships in CHIP in order to serve on RSA's Special Committee, which was established by the RSA Board on May 18, 2023 to evaluate the Merger. Attached as Exhibit 11B are such resignations and set forth on Exhibit 11C is the RSA Board resolution establishing the Special Committee; (ii) Certain RSA directors, listed on Exhibit 11D, who previously served on both constituent corporations' boards, resigned their directorships in RSA in order to serve on CHIP's Merger Committee, which was established by the CHIP Board on May 24, 2023 to evaluate the Merger. Attached as Exhibit 11E are such resignations.

7. The RSA Board elects the officers of RSA, which, pursuant to Article 8, Section 1 of RSA's Bylaws, shall include a Chair, Vice Chair, President, one or more Vice-Presidents, a Treasurer and a Secretary.

8. RSA's regular members are entitled to vote on "all matters" in accordance with Article 3, Section 2 and Article 4, Section 8 of RSA's Bylaws.

9. RSA's sole office is located at 123 William Street, 12th Floor, New York, NY 10038.

10. Attached as Exhibit 6A-1 is a statement of all of RSA's property, the manner in which it is held, and all of its liabilities and the amount and sources of its income, in the form of its filed IRS Form 990 for the fiscal year ending December 31, 2022. RSA's audited consolidated financial statements for the years ended December 31, 2022 and 2021 are also attached hereto as Exhibit 6A-2.

11. RSA's Bylaws state that it is organized for the following purposes:

a. "To represent and advocate for the interests of the owners of any residential properties, whether or not such properties are subject to or otherwise affected by rent regulatory laws of the State of New York or the City of New York;"

b. "To provide products and services to owners of residential properties in the State of New York which are related to requirements imposed by federal, state or local law, and to receive revenues for the provision thereof;"

c. "To provide educational and other informational services to owners of residential properties in the State of New York which will assist owners in their ability to comply with requirements imposed by federal, state or local law relating to the maintenance and operation of their residential properties, and to receive revenues for the provision thereof;"

d. "To take, receive, collect, and solicit monies from its members in exchange for the products and services it makes available to its members and for its own direct corporate objectives;"

e. "To carry on all or any of its activities and to purchase or acquire, hold or dispose of such property, real, personal or mixed, as may be required for the transaction of its business or the conduct of its affairs in any part of the City of New York or State of New York."

12. RSA does not have any endowed or restricted funds.

OVERVIEW OF CHIP

13. CHIP's certificate of incorporation was filed by the Department of State on December 28, 1966. CHIP's certificate has since been modified pursuant to a certificate of type filed on October 26, 2006, a certificate of change filed on September 7, 2016, and a certificate of amendment filed on December 19, 2006.

14. A copy of CHIP's original Certificate of Incorporation and all amendments thereto are attached to this Petition as Exhibit 3B-1. A copy of CHIP's current Amended and Restated Bylaws ("CHIP's Bylaws") is attached hereto as Exhibit 3B-2.

15. CHIP is a membership organization with five classes of membership: "voting regular members," "nonvoting regular members," "nonvoting associate members," "founding members," and "other nonvoting members." Pursuant to Article Three, Section A of CHIP's Bylaws:

a. Voting regular members "shall have all the rights and privileges of members of the corporation. Voting regular membership is open to any person who is an owner or operator of residential real estate, or a representative of any firm, association, or corporation who is an owner or operator of residential real estate and who is serving as a director of [CHIP]. Admission of voting regular members is determined by the Board."

b. Nonvoting regular members "shall have such rights and privileges as the board of directors establishes by resolution but shall have no right to vote. Nonvoting regular membership is open to any person, firm, association or corporation who is an owner or operator of residential real estate. Admission of nonvoting regular members shall be determined by the board of directors."

c. Nonvoting associate members "shall have such rights and privileges as the board of directors establishes by resolution but who shall have no right to vote. Nonvoting associate membership is open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Admission of nonvoting associate members shall be determined by the board of directors."

d. Founding membership shall be comprised of the founding members of CHIP.

e. Other nonvoting member classes may be established by the board of directors.

16. Despite CHIP's Bylaws providing for the five (5) classes of membership described above, CHIP's membership currently consists solely of (i) one hundred ninety-nine (199) "voting regular members" and (ii) seventy-two (72) "nonvoting associate members." CHIP has no members occupying its other membership classes, i.e., its "nonvoting regular", "founding," and "other nonvoting member" classes.

17. CHIP's voting regular members elect its board of directors (the "CHIP Board"), which, pursuant to Article Four, Section D of CHIP's Bylaws, shall consist of not less than 3 nor more than 40 directors. Presently, there are 40 directors and 0 vacancies. Attached as Exhibit 9B is a current list of CHIP's directors. Anticipated changes in the directors of CHIP that are expected to result from the Merger include the fact that the individuals listed on Exhibit 11D are

not expected to serve on the Surviving Corporation's board of directors. Governance changes already made by CHIP in advance of the Merger, including changes to or restructuring of its board of directors, include the following: (i) Certain CHIP directors, listed on Exhibit 11D, who previously served on both constituent corporations' boards, resigned their directorships in RSA in order to serve on the CHIP Merger Committee that was established to evaluate the Merger. Attached as Exhibit 11E are such resignations. (ii) Certain RSA directors, listed on Exhibit 11A, who previously served on both constituent corporations' boards, resigned their directorships in CHIP in order to serve on the RSA Special Committee that was established to evaluate the Merger. Other changes made to the CHIP Board in advance of the merger include the departure of the directors set forth on Exhibit 11A-1 from the CHIP Board. Where applicable, their resignations are set forth on Exhibit 11A-2.

18. Pursuant to Article 5, Section B of CHIP's Bylaws, all officers of CHIP must also be directors of CHIP, and such officers are elected by the regular voting members. Pursuant to Article Five, Section A. of CHIP's Bylaws, such officers shall include a President, not more than five Vice-Presidents, one Secretary, one Treasurer, one Chairman, and not more than five Vice Chairmen.

19. In accordance with Article 3, Section A.1 and Article 3, Section K of CHIP's Bylaws, CHIP's regular voting members are entitled to vote on each matter submitted to a vote of members.

20. CHIP's address is P.O. Box 1040, New York, New York 10272.

21. A statement of CHIP's property and the manner in which it is held is provided in the form of Exhibits 6B-1 through 6B-3, which include (i) CHIP's filed IRS Form 990 for the fiscal year ending December 31, 2023, (ii) CHIP's balance sheets as of April 8, 2024 and December 31,

2023, and (iii) CHIP's annual profit and loss information for the fiscal year ended December 31, 2022. CHIP's financial statements are prepared in accordance with the cash basis of accounting pursuant to which the only asset recognized is cash, no liabilities are recognized, and all transactions are recognized as either cash receipts or disbursements. CHIP has no property other than cash and office equipment.

22. A statement of all of CHIP's liabilities is provided in the form of the list set forth on Exhibit 6B-4. A statement of the amount and sources of CHIP's annual income is provided in the form of CHIP's filed IRS Form 990 for the fiscal year ending December 31, 2022, which is attached hereto as Exhibit 6B-1.

23. Article One of CHIP's Bylaws state that "[t]he purposes and objects of [CHIP] shall be to promote the common good and general welfare of the people of the City and State of New York by bringing about civic and business betterments and social improvements; to promote, improve, reform and modify the rent and housing statutes of the City and State of New York; to prevent the deterioration of the available supply of residential housing in the City and State of New York; to prevent the spread of slum areas; to promote the interests of the business community and of all the people; to actively participate in bringing about better housing and a better financial and business climate in the City and State of New York; and to generally restore the City and State of New York to prominence as a major residential and business community in these United States."

24. CHIP does not have any organizational mission or objective that is not subsumed by the missions and objectives of RSA. Furthermore, there is no substantive distinction between the advocacy work undertaken by CHIP and RSA, and CHIP does not provide any benefits to its members beyond what RSA provides to its own members.

25. CHIP does not have any endowed or restricted funds.

26. The boards of directors of the following affiliates of CHIP consist entirely of individuals who are also directors on the CHIP Board: Associated Builders and Owners of Greater New York ("ABO"), National Associated Builders and Owners of Greater NY ("NABO"), and Gotham Housing Coalition ("GHC," and together with ABO and NABO, the "CHIP Affiliates"). A list of directors for each entity is provided as Exhibit 6B-5. ABO and NABO are New York not-for-profit corporations, and GHC is a Delaware non-profit, non-stock corporation. Copies of the certificates of incorporation for the CHIP Affiliates are provided as Exhibits 6B-6, -7, and -8. Profit and loss statements for the CHIP Affiliates for the year ended December 31, 2023 are provided as Exhibits 6B-9, -10, and -11.

THE MERGER AGREEMENT

27. As discussed above, the Agreement and Plan of Merger attached as Exhibit 1 provides for CHIP to merge with and into RSA, with the result that RSA shall be the Surviving Corporation. At the effective time of the Merger, pursuant to the Certificate of Merger attached as Exhibit 2, RSA will be renamed New York Apartment Association.

28. As a result of the Merger, all the property, rights, privileges, immunities, powers, purposes, franchises, licenses and authority of CHIP, including all cash and all intellectual property owned, licensed or held for use by CHIP, shall vest in RSA, and all debts, liabilities, duties and obligations of CHIP shall become the debts, liabilities, duties and obligations of RSA.

29. Pursuant to the Agreement and Plan of Merger, the principal conditions that must be satisfied prior to consummation of the Merger by the Petitioners are:

a. Receipt of "any consents, authorizations, orders and approvals required from governmental authorities, including the approval of the New York Attorney General.

b. The Agreement and Plan of Merger shall have been duly adopted by the requisite member vote of each party's voting members, i.e., "approval by the voting members … in accordance with applicable law, including Sections 903(a)(2) and 613(c) of the N-PCL, which require that the Agreement be approved by a two-thirds vote of each party's voting members at a meeting; provided that the affirmative votes cast in favor of any such action shall be at least equal to the quorum. Blank votes or abstentions shall not be counted in the number of votes cast."

c. There not "being in effect any statute, regulation, order, decree or judgment of any Governmental Authority which makes illegal or enjoins or prevents the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated."

30. On June 6, 2023, the RSA Board approved the Letter of Intent. On January 25, 2024, the RSA Board approved the Agreement and Plan of Merger. Attached as Exhibit 4A are minutes from these and other meetings of the RSA Board, RSA's committees and membership at which the Merger was discussed.

31. As described in paragraphs below, the Agreement and Plan of Merger was approved by each corporation in accordance with the laws of the State of New York.

32. On January 17, 2024, the Special Committee of the RSA Board approved a resolution to recommend the Agreement and Plan of Merger to the RSA Board. Such Special Committee resolution is included in the attached Exhibit 4A. The members of the Special Committee are Aaron Sirulnick, Michael Laub, Gary Jacob, Lennard Katz, Mark Engel, Chris Athineos and Michael Kerr. Mr. Christopher Athineos voted against the recommendation. Mr.

Athineos' objections to recommending the merger have included the concerns discussed in paragraph 34 below.

33. On January 25, 2024, at an RSA Board meeting, duly called and held pursuant to RSA's Bylaws, the RSA Board approved the Agreement and Plan of Merger. Twenty-three of 25 total directors were present at the meeting, therefore a quorum of one third of all directors in office at the time was established. Seventeen votes were cast in favor, and 6 votes were cast against. A certified copy of the RSA Board minutes from this January 25, 2024 meeting, and the resolution approving the Agreement and Plan of Merger is included in Exhibit 4A. At a meeting on April 2, 2024 of RSA's regular members, duly called and held pursuant to RSA's Bylaws to approve the Agreement and Plan of Merger, 144,502 of 373,127 total Voting Units were present in person or by proxy, and a quorum of thirty percent (30%) of the total number of Voting Units entitled to be cast was established. Each member is entitled to a number of votes corresponding to the number of rental units they have registered under their RSA membership. 143,389 Voting Units (by 1149 members) were cast in favor, 1,147 Voting Units (by 25 members) were cast against, and seven Voting Units (by one member) were not voted. A certified copy of the membership resolution approving the Agreement and Plan of Merger is included in the attached Exhibit 4A.

34. The Agreement and Plan of Merger received overwhelming—more than 99%--approval of the members of RSA. Merely 25 out of 7094 active members objected, representing less 0.4%. Out of those present at the member meeting, these 25 objecting members represented 2.1% of the 1175 members present, and only 0.8% of the actual vote/unit count. Attached as Exhibit 12 is a record of the vote at the member meeting.

35. Outside of the April 2, 2024 member meeting, The following directors, who are also regular members of RSA, have raised concerns over the Merger, and also voted against the

resolution (joined by RSA directors and regular members Oscar Perez and Joanna Wong): Chris Athineos, Helen Daniels, Jimmy Silber, and Roger Melzer. These concerns have related to the time afforded to review the Agreement and Plan of Merger and related documents and the transaction structure, representation of small property owners in the Surviving Corporation (and their voice under a combined structure on issues such as dues, financial strength of the organization, and the legislative agenda) and the scope of insurance policies covering the Petitioners and any tail liability that might affect the Surviving Corporation.

36. The Petitioners are not aware of any concerns based on an anticipated reduction of competition between RSA and CHIP. Nor has there been any credible argument that the interests of some category of members might be substantially prejudiced. Whereas some objecting directors have positioned their concerns as those of the "small" owners, this characterization is belied by the actual votes. The overwhelming majority of such "small" owners participating in the April 2, 2024 member meeting supported the proposed Merger. Specifically, out of 975 members with 50 or less units who participated in the vote, 954 members voted in favor representing just about 98% of such small owners. The overwhelming support for the proposed Merger is reflected in any such sub-category of the membership. Indeed, out of the members with ten or less units, 521 members voted in favor with only 8 members objecting, reflecting an even higher level of support, 98.5%, among these smaller owners.

37. On May 24, 2023, the Executive Committee of the CHIP Board approved the Letter of Intent. On January 17, 2024, the CHIP Board approved the Agreement and Plan of Merger. Attached as Exhibit 4B are minutes from these and other meetings of the CHIP Board, CHIP's committees and membership at which the Merger was discussed.

38. At the January 17, 2024 CHIP Board meeting, duly called and held pursuant to CHIP's Bylaws to approve the Agreement and Plan of Merger, 25 of 40 total directors were present, and a quorum was established. 24 votes were cast in favor, no votes were cast against, and one member abstained. A certified copy of the CHIP Board minutes from this meeting, and the resolution approving the Agreement and Plan of Merger are included in the attached Exhibit 4B. At a February 28, 2024 meeting of CHIP's voting regular members, duly called and held pursuant to the CHIP Bylaws, to approve the Agreement and Plan of Merger, 109 of 199 total voting regular members were present in person and by proxy, and a quorum was established. 107 votes were cast in favor, one vote was cast against, and one member abstained. A certified copy of the minutes from the member meeting approving the Agreement and Plan of Merger is included in the attached Exhibit 4B.

39. In connection with the Letter of Intent and the Agreement and Plan of Merger, Petitioners have entered into a Confidentiality Agreement, attached here as Exhibit 10B.

40. Except for the approval sought pursuant to this Petition, no approvals or consents of any governmental body or agency are required for the Merger pursuant to N-PCL §§ 909 and 404.

ORGANIZATIONAL STRUCTURE FOLLOWING THE MERGER

41. Immediately upon the Effective Time:

(i) the Amended and Restated Certificate of Incorporation of the Surviving Corporation attached hereto as Exhibit 3C-1 will take effect, which, along with the Certificate of Merger, would change RSA's name at the Effective Time to "New York Apartment Association, Inc." Such Amended and Restated Certificate of Incorporation would also remove provisions from RSA's current certificate of incorporation which limit the size of RSA's board of directors;

(ii) the Amended and Restated Bylaws of the Surviving Corporation attached hereto as Exhibit 3C-2 will take effect, which would, among other things, establish two (2) classes of membership:

a. "Voting members who shall have all the rights and privileges of members of the corporation. Eligibility for voting membership [would be] open to any person who is an owner or operator of residential real estate, or a representative of any firm, association or corporation who is an owner or operator of residential real estate…Admission of voting members shall be determined by [Surviving Corporation's] board of directors."

b. "Nonvoting associate members who shall have such rights and privileges as the [Surviving Corporation's board of directors] establishes by resolution, but who shall have no right to vote. Eligibility for nonvoting associate membership [would be] open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Any additional criteria for admission of nonvoting associate members shall be determined by [Surviving Corporation's] board of directors."

(iii) All voting regular members of CHIP shall be converted into voting members of the Surviving Corporation.

(iv) All nonvoting associate members of CHIP shall be converted into nonvoting associate members of the Surviving Corporation;

(v) All regular members of RSA shall be converted into voting members of the Surviving Corporation; and

(vi) all associate members of RSA shall be converted into nonvoting associate members of the Surviving Corporation,

The names of the directors of the Surviving Corporation upon the Effective Time of the Merger are set forth on Exhibit B of the Merger Agreement.

42. As a result of the Merger, the CHIP Affiliates will become affiliates of the Surviving Corporation.

43. RSA's President, Mr. Joseph Strasburg, will continue to serve as President while the Petitioners continue to search for his successor. No other changes to the executive management of the Petitioners are expected.

THE MERGER MEETS N-PCL STANDARDS FOR APPROVAL

44. The merger of CHIP with and into RSA is authorized by the laws of New York State, where each constituent corporation is formed. Section 901 of the N-PCL states that "two …domestic corporations may, as provided in this chapter … merge into a single corporation which shall be one of the constituent corporations."

45. Section 907-b(f) of the N-PCL authorizes a merger of two corporations where "the interests of the constituent corporations and the public interest will not be adversely affected by the merger."

46. The interests of the constituent corporations will not be adversely affected by the merger. RSA and CHIP each currently act as advocates for residential property owners in the City and State of New York, and the combined expertise and resources of both organizations will deliver more value to their respective members, many of which are members of both organizations.

As reflected in paragraphs 2, 11, 23 and 24 above, the missions and objectives of RSA and CHIP are substantively similar. Following the Merger, the Surviving Corporation will continue to execute RSA's and CHIP's mission and objectives, and serve CHIP's and RSA's members in a manner similar to how they are currently being served. If anything, the Surviving Corporation will be able to serve these members better because of the elimination of duplicative efforts and the financial strength the combination is likely to create.

47. As detailed above, Petitioners are not aware of any concerns raised based on lack of competition between the RSA and CHIP. Nor has there been any concerns suggesting that there might be a sub-group of members whose interest would be substantially prejudiced by the proposed Merger. To the contrary, whether based on all members—or any sub-category of "smaller" owners—the Plan has received at a minimum 98% support. Indeed, those who voted against the proposed Merger account for less than half a percent of the active membership.

In short, the public interest will not be adversely affected by the Merger. To the contrary, for the reasons discussed above, the Surviving Corporation will continue to advocate for residential property owners and otherwise serve the combined membership uninterrupted with a more streamlined and efficient single operation.

WHEREFORE, the Petitioners request that the Attorney General, pursuant to Section 907-b of the N-PCL, approve the Agreement and Plan of Merger, and authorize the filing of the Certificate of Merger.

IN WITNESS WHEREFORE, the Petitioners have caused this Petition to be executed this 12th of July, 2024, by

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

By: ________________________
Name: Aaron Sirulnick,
Title: Chairman

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

By: ________________________
Name: Zachary Kerr
Title: Chairman

Filed and submitted by:
Arman Oruc
Goodwin Procter LLP
1900 N Street, N.W.
Washington, DC 20036-1612
(213) 426-2645

LIST OF EXHIBITS

Exhibit 1 - Agreement and Plan of Merger

Exhibit 2 - Proposed Certificate of Merger

Exhibit 3A-1 - RSA Certificate of Incorporation

Exhibit 3A-2 - RSA Amended and Restated Bylaws

Exhibit 3B-1 - CHIP Certificate of Incorporation

Exhibit 3B-2 - CHIP Amended and Restated Bylaws

Exhibit 3C-1 - Surviving Corporation Amended and Restated Certificate of Incorporation

Exhibit 3C-2 - Surviving Corporation Amended and Restated Bylaws

Exhibit 4A - RSA Minutes, Resolutions (from Board of Directors, Special Committee and Membership):

- Board Meeting Minutes/Resolutions: March 16, 2023, May 18, 2023, June 6, 2023, September 6, 2023, October 19, 2023, January 25, 2024, March 14, 2024
- Special Committee Meeting Minutes/Resolutions: January 17, 2024
- Member Meeting Minutes/Resolutions: April 2, 2024

Exhibit 4B - CHIP Minutes, Resolutions (from Board, Merger Committee,

Membership)

- Executive Committee Meeting Minutes/Resolutions: May 24, 2023
- Independent Merger Committee Meeting Minutes/Resolutions: May 24, 2023
- Board of Directors Meeting Minutes/Resolutions: December 7, 2023, January 17, 2024
- Member Meeting Minutes/Resolutions: February 28, 2024

Exhibit 5 - [Reserved]

Exhibit 6A-1 - RSA FY2022 Form 990

Exhibit 6A-2 - RSA FY2022 Audited Financial Statements

Exhibit 6B-1 - CHIP FY2022 Form 990

Exhibit 6B-2 - CHIP Balance Sheets dated April 8, 2024, December 31,2023

Exhibit 6B-3 - CHIP FY2023 Profit and Loss Statement

Exhibit 6B-4 - CHIP Statement of Liabilities

Exhibit 6B-5 - CHIP Affiliates Members of Boards of Directors

Exhibit 6B-6 - ABO Certificate of Incorporation

Exhibit 6B-7 - NABO Certificate of Incorporation

Exhibit 6B-8 - GHC Certificate of Incorporation

Exhibit 6B-9 - ABO FY2023 Profit and Loss Statement

Exhibit 6B-10 - NABO FY2023 Profit and Loss Statement

Exhibit 6B-11 - GHC FY2023 Profit and Loss Statement

Exhibit 7 - [Reserved]

Exhibit 8 - [Reserved]

Exhibit 9A - RSA Members of Board of Directors

Exhibit 9B - CHIP Members of Board of Directors

Exhibit 10A - Letter of Intent

Exhibit 10B - Confidentiality Agreement

Exhibit 11A - List of directors who resigned from CHIP Board to serve on RSA Special Committee

Exhibit 11A-1 List of CHIP directors who have resigned since their election at the November 17, 2023 meeting

Exhibit 11A-2 Resignations of three directors who were elected at November 17, 2023, noting a fourth that is ill and no longer serving on the CHIP board

Exhibit 11B - Written Resignations of directors who resigned from CHIP Board to serve on RSA Special Committee

Exhibit 11C - RSA Board Resolution Establishing Special Committee

Exhibit 11D - List of directors who resigned from RSA Board to serve on CHIP Merger Committee

Exhibit 11E - Written Resignations of directors who resigned from RSA Board to serve on CHIP Merger Committee

Exhibit 12 - RSA Member Vote Information

Exhibit 1

Agreement and Plan of Merger

STRICTLY PRIVATE AND CONFIDENTIAL

AGREEMENT AND PLAN OF MERGER

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

and

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

Dated as of April 25, 2024

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RSA Disclosure Schedule

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of April 25, 2024, by and between Community Housing Improvement Program, Inc., a not-for-profit trade association organized under the laws of the State of New York ("CHIP") and Rent Stabilization Association of N.Y.C., Inc., a not-for-profit trade association organized under the laws of the State of New York ("RSA"), which was originally formed under the name "Real Estate Industry Stabilization Association of N.Y.C., Inc."

WITNESSETH

WHEREAS, CHIP and RSA are both member-based not-for-profit trade associations exempt from taxation under Section 501(c)(6) of the Code;

WHEREAS, both CHIP and RSA, through legislative and legal action, advocate for the property rights of their members, which include property owners in the five boroughs of New York City (the "Activities");

WHEREAS, CHIP and RSA entered into a letter of intent, dated June 7, 2023 ("Letter of Intent") regarding the parties' intention to enter into a potential merger with one another;

WHEREAS, subject to the terms and conditions hereof, the parties desire for CHIP to merge with and into RSA (the "Merger"), with the result that RSA shall be the surviving corporation (RSA, in such capacity, the "Surviving Corporation");

WHEREAS, the respective Boards of CHIP and RSA have each approved and declared advisable the Merger upon the terms and subject to the conditions of this Agreement, and in accordance with the provisions of Sections 902 and 903 of the Not-for-Profit Corporation Law of the State of New York (the "N-PCL");

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, and in reliance upon the representations, warranties, conditions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

"ABO" shall have the meaning set forth in Section 4.1.

"Affiliate" shall have the meaning set forth in Section 4.25.

"Agreement" shall have the meaning set forth in the preamble.

"Amended and Restated By-laws" shall have the meaning set forth in Section 2.4.

"Amended Certificate of Incorporation" shall have the meaning set forth in Section 2.4.

"Amended Organizational Documents" shall have the meaning set forth in Section 2.4.

"Antitrust Approval" shall have the meaning set forth in Section 3.1.

"Award" shall have the meaning set forth in Section 4.18.

"Benefit Plans" shall have the meaning set forth in Section 4.16.

"Board" or "Board of Directors" shall refer to the Board of Directors of a party.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in New York City are authorized or obligated by applicable Law or executive order to close or are otherwise generally closed.

"Cash Basis" refers to a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Under the cash basis of accounting, the only asset recognized is cash, and no liabilities are recognized. All transactions are recognized as either cash receipts or disbursements. Noncash transactions are not recognized in the financial statements.

"CHIP" shall have the meaning set forth in the preamble.

"CHIP Disclosure Schedule" shall have the meaning set forth in Article IV.

"CHIP Financial Statements" shall have the meaning set forth in Section 4.7.

"CHIP's Affiliates' Financial Statements" shall have the meaning set forth in Section 4.7"

"Closing" shall have the meaning set forth in Section 2.3.

"Closing Date" shall have the meaning set forth in Section 2.3.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

"Confidentiality Agreement" shall have the meaning set forth in Section 6.4(b).

"Contract" shall mean any written or oral agreement, arrangement, understanding, lease, purchase order or instrument or other contractual or similar arrangement.

"Copyrights" shall have the meaning set forth in this Section 1.1, in the definition of Intellectual Property.

"Designated Employee" shall have the meaning set forth in Section 6.1.

"Employee Agreement" means any employment, termination, retention, change of control, or severance or other compensation or benefit agreement, in each case, to which any current or former employee of a Person, is a party, and for which a Person is or may be responsible for any payment or obligation thereunder.

"Environmental Law" means all federal, state, local and foreign statutes, regulations, and ordinances and similar provisions having the force or effect of Law, all judicial and administrative orders and determinations, and all common Law concerning pollution or protection of the indoor and outdoor environment, including but not limited to all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of, or human exposure to, any Hazardous Materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation.

"ERISA" shall have the meaning set forth in Section 4.16.

"Family Member" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the third degree and ((ii) and (iii), collectively, "Relatives") and (iv) any other natural person who resides with such individual or with any of such individual's Relatives.

"Financial Statements" shall mean, as to CHIP, the "CHIP Financial Statements," as to CHIP's Affiliates, the "CHIP's Affiliates' Financial Statements," and as to RSA, the "RSA Financial Statements."

"Funding Commitments" shall have the meaning set forth in Section 4.22.

"GAAP" shall mean U.S. generally accepted accounting principles applied on a consistent basis during the relevant periods.

"Governmental Authority" shall mean any foreign, federal, state or municipal court or other judicial authority, legislative or executive body, administrative agency, commission or other governmental or regulatory body or authority or any non-governmental United States or foreign self-regulatory agency, commission or authority, or any arbitral tribunal.

"Gotham Housing Coalition" shall have the meaning set forth in Section 4.1.

"Hazardous Materials" shall mean any substance, whether liquid, solid or gas, listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous in or under any applicable Environmental Law, whether by type or by quantity.

"Honorary Directors' Emeritus Committee" shall have the meaning set forth in Section 2.5.

"Intellectual Property" shall mean all intellectual property rights of any kind or nature throughout the world, including all U.S. and foreign (i) patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof ("Patents"), (ii) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing ("Trademarks"), (iii) copyrights and copyrightable subject matter ("Copyrights"), (iv) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing ("Software"), (v) trade secrets and all other confidential information, know-how, inventions, proprietary processes, formulae, models, and methodologies ("Trade Secrets"), (vi) rights of publicity, privacy, and rights to personal information, (vii) moral rights and rights of attribution and integrity, (viii) telephone numbers and Internet protocol addresses, (ix) all rights in the foregoing and in other similar intangible assets, (x) all applications and registrations for the foregoing, and (xi) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

"Knowledge" or "knowledge" shall mean (i) with respect to any individual, the actual knowledge of such individual, and (ii) with respect to any Person that is not an individual, the actual knowledge of one or more of such Person's executive officers or any other officer of such Person having responsibility for such matter after due inquiry.

"Law" shall mean any law, statute, code, regulation, rule, ordinance, order, treaty, judgment, writ, injunction, directive or decree of any Governmental Authority (or other pronouncement of any Governmental Authority having the force and effect of law) and any enforceable judicial or administrative order (including any binding arbitration award), consent decree, judgment, stipulation, injunction, Permit or other authorization, policy, opinion, pronouncement or agency requirement, in each case having the force and effect of law.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use and occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by CHIP or any of its Affiliates.

"Leases" means all leases, subleases, licenses, concessions, and other agreements (written or oral) pursuant to which CHIP or any of its Affiliates holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of CHIP or any of its Affiliates thereunder.

"Letter of Intent" shall have the meaning set forth in the recitals.

"Lien" shall mean any mortgage, judgment, pledge, lien (statutory or otherwise and including, without limitation, environmental and Tax liens), security interest, easement, right of way, right of just refusal, limitation, encroachment, covenant, voting trust or agreement, claim, restriction, right, equity, option, conditional sale or other title retention agreement, charge, encumbrance, deed of trust, any type of survey defect, title defect, hypothecation, occupancy agreement, or other understanding or arrangement restricting title or transfer of any nature whatsoever.

"Material Adverse Effect" shall mean any event, occurrence, fact, condition, change or effect that, individually or in the aggregate, is, or will reasonably be expected to be, materially adverse to the activities, business, operations, membership, assets, liabilities (contingent or otherwise), results of operations, cash flows or condition (financial or otherwise) of a party to this Agreement or CHIP's Affiliates, the ability of such party to consummate the transactions contemplated by this Agreement, or the continued conduct of the activities of CHIP or any of its Affiliates by the Surviving Corporation or such Affiliates following the Closing.

"Material Contract" shall have the meaning set forth in Section 4.18.

"Merger" shall have the meaning set forth in the recitals.

"Minimum" shall have the meaning set forth in Section 2.5.

"NABO" shall have the meaning set forth in Section 4.1.

"NYAG Antitrust Bureau" refers to the Antitrust Bureau of the New York State Attorney General's office.

"New York Department of State" refers to the Department of State of the State of New York.

"N-PCL" shall have the meaning set forth in recitals.

"Organizational Documents" shall refer, collectively, to a Person's certificate of incorporation and by-laws, each, as amended.

"Outside Date " shall have the meaning set forth in Section 7.1.

"Patents" shall have the meaning set forth in this Section 1.1, in the definition of Intellectual Property.

"Permits" shall have the meaning set forth in Section 4.6.

"Permitted Liens" means the following: (a) Liens identified in Schedule 1.1 of the CHIP Disclosure Schedule or reserved against in the Financial Statements in accordance with GAAP therefor; (b) Liens for Taxes by Governmental Authorities and assessments and other governmental charges, including those arising by operation of Law, which are not yet due or are currently payable without penalty or interest or which are being contested in good faith by appropriate proceedings; (c) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business and securing obligations that are not due or which are being contested in good faith and for which appropriate reserves have been made on the Financial Statements in accordance with GAAP therefor; and (d) (i) zoning, building codes and other similar legal restrictions regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property or the activities conducted thereon which are not violated by the current use or occupancy of such real property or the conduct of CHIP's or any of its Affiliates activities thereon, (ii) to the extent currently of record as of the Closing, easements, covenants, rights of way, claims, restrictions on use of real property and other similar encumbrances of record, and (iii) other Liens similar to those listed in clause (d)(ii) above, provided, however, that in the case of Liens permitted under this clause (d)(iii), none of the foregoing, individually or in the aggregate, will reasonably be expected to interfere with the ordinary conduct of the CHIP's or any of its Affiliates activities as currently conducted.

"Person" means an individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization, Governmental Authority or other entity.

"Related Party Transaction" shall have the meaning set forth in Section 4.24.

"Relatives" shall have the meaning set forth in this Section 1.1, in the definition of Family Member.

"Required Consents/Notices" shall have the meaning set forth in Section 3.2.

"Requisite Member Vote" shall have the meaning set forth in Section 3.1.

"RSA" shall have the meaning set forth in the preamble.

"RSA Disclosure Schedule" shall have the meaning set forth in Article V.

"RSA Financial Statements " shall have the meaning set forth in Section 5.7.

"Schedule" refers to a schedule included in the Disclosure Schedule of a party.

"Small Owners Committee" shall have the meaning set forth in Section 2.5.

"Software" shall have the meaning set forth in this Section 1.1, in the definition of Intellectual Property.

"Surviving Corporation" shall have the meaning set forth in the recitals.

"Tail Policies" shall have the meaning set forth in Section 6.9.

"Taxes" shall mean all United States federal, state, local and foreign taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, penalties, or additional amounts with respect thereto.

"Taxing Authorities" shall have the meaning set forth in Section 4.14.

"Tax Return" shall mean any returns, reports, statements, or other information filed, or required to be filed, with a Taxing Authority with respect to any Tax.

"Trademarks" shall have the meaning set forth in this Section 1.1, in the definition of Intellectual Property.

"Trade Secrets" shall have the meaning set forth in this Section 1.1, in the definition of Intellectual Property.

"Transferred Employees" shall have the meaning set forth in Section 6.1.

"Transfer Taxes" shall mean all excise, sales (including, without limitation, bulk sales), use, transfer (including real property transfer or gains), stamp, documentary, filing, recordation and other similar Taxes, if any, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, arising out of, in connection with, or attributable to the transactions effected pursuant to this Agreement.

ARTICLE II

MERGER

Section 2.1 Merger.

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the N-PCL, at the Effective Time, (i) CHIP shall be merged with and into RSA, and (ii) the separate corporate existence of CHIP shall cease and RSA shall continue as the Surviving Corporation of the Merger.

Section 2.2 Effects of the Merger.

The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the N-PCL. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all the property, rights, privileges, immunities, powers, purposes, franchises, licenses and authority of CHIP, including all cash and all intellectual property owned, licensed or held for use by CHIP, shall vest in the Surviving Corporation, and all debts, liabilities, duties and obligations of CHIP shall become the debts, liabilities, duties and obligations of the Surviving Corporation.

Section 2.3 Closing.

(a) Closing Date. Subject to the satisfaction or waiver of the conditions set forth in ARTICLE III hereof (Conditions to Closing) (other than those conditions which, by their nature, can only be satisfied at Closing), the closing ("Closing") of the Merger will take place on the later of (i) three (3) business days after the date on which all conditions set forth in ARTICLE III (Conditions to Closing) are satisfied or waived, and (ii) such other time as RSA and CHIP may mutually agree to in writing (the date on which the Closing occurs being hereinafter referred to as the "Closing Date");

(b) Effective Time. Subject to the terms and conditions of this Agreement, the parties shall cause the Merger to be consummated by filing all necessary documentation on the Closing Date or as soon as practicable thereafter. Such filings shall include the Certificate of Merger ("Certificate of Merger"), which shall be filed with the New York Department of State in accordance with the relevant provisions of the N-PCL. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with and accepted by the New York Department of State, or at such later time as may be agreed by the parties in writing and specified in the Certificate of Merger (the "Effective Time").

Section 2.4 Certificate of Incorporation; By-laws of the Surviving Corporation.

Contingent upon the occurrence of the Effective Time:

(a) the certificate of incorporation of RSA as in effect immediately prior to the Effective Time shall be amended and restated ("Amended Certificate of Incorporation") as of the Effective Time to change RSA's name to "New York Apartment Association, Inc.," to remove provisions regarding the size of its Board of Directors, and to make any other changes agreed to by the parties, and as so amended shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable Law; and

(b) the by-laws of RSA as in effect immediately prior to the Effective Time shall be amended and restated in its entirety at the Effective Time substantially in the form attached hereto as Exhibit A (the "Amended and Restated By-laws" and together with Amended Certificate of Incorporation, the "Amended Organizational Documents") and as so amended shall be the by-laws of the Surviving Corporation.

Section 2.5 Board and Members of the Surviving Corporation.

(a) Board. At the effective time of the merger, the Surviving Corporation's initial Board of Directors and the executive committee thereof shall consist of the individuals set forth on the attached Exhibit B.

(b) Small Owners Committee. Pursuant to N-PCL Section 712(e), the Surviving Corporation's Board shall establish, as of the Effective Time, a committee of the corporation under N-PCL Section 712(e) called the "Small Owners Committee." The Small Owners Committee shall function as an advisory committee consisting of property owners owning less than a certain number of units, as determined by the Board of Directors, which shall exist for the purposes of providing advice and guidance to the Surviving Corporation's Board on matters pertaining to the small property owners, and shall have such other duties and responsibilities as delegated to it by RSA's Board. The Surviving Corporation's Board shall give due consideration to the advice provided by the Small Owners Committee; however, as a committee of the corporation formed pursuant to N-PCL Section 712(e), such committee shall have no authority to bind the Surviving Corporation's Board.

(c) Honorary Directors' Emeritus Committee. Pursuant to N-PCL Section 712(e), the Surviving Corporation's Board shall establish, as of the Effective Time, a committee of the corporation called the "Honorary Directors' Emeritus Committee." The Honorary Directors' Emeritus Committee shall function as an advisory committee consisting of former directors of CHIP or RSA who are appointed to the committee by the Surviving Corporation's Board of Directors. Such committee shall exist for the purposes of providing advice and guidance to the Surviving Corporation's Board. The Surviving Corporation's Board shall give due consideration to the advice provided by the Honorary Directors' Emeritus Committee; however, as a committee of the corporation formed pursuant to N-PCL Section 712(e), such committee shall have no authority to bind the Surviving Corporation's Board.

(d) Manner and Basis of Converting Membership in each Constituent Corporation into Membership in the Surviving Corporation. The membership of CHIP currently consists of the voting regular members and nonvoting associate members described herein in Section 4.2 (Membership). The membership of RSA currently consists of the regular members and associate members described herein in Section 5.2 (Membership). Immediately upon the Effective Time:

(i) all voting regular members of CHIP shall be converted into voting members of the Surviving Corporation;

(ii) all nonvoting associate members of CHIP shall be converted into nonvoting associate members of the Surviving Corporation;

(iii) all regular members of RSA shall be converted into voting members of the Surviving Corporation; and

(iv) all associate members of RSA shall be converted into nonvoting associate members of the Surviving Corporation,

in each case, with the rights and responsibilities set forth in the Amended and Restated By-laws.

(e) Membership Dues of Surviving Corporation. The initial dues for the members of the Surviving Corporation shall be as follows:

(i) Each voting member of the Surviving Corporation shall pay ten dollars ($10.00) per unit owned by such member, which shall be paid on an annual basis, provided, however, that the minimum annual dues for a member owning less than twenty (20) units shall be two hundred dollars ($200.00) (the "Minimum"). Members who have paid dues in excess of the Minimum for the current year (2024) to either RSA or to CHIP or to both in aggregate, shall be entitled to a credit on their membership dues of the amount in excess of ten dollars ($10.00) per unit; and

(ii) Nonvoting associate members of the Surviving Corporation shall pay dues of eight hundred seventy-five dollars ($875.00) on an annual basis.

ARTICLE III

CONDITIONS TO CLOSING

Section 3.1 Conditions to Each Party's Obligations.

The respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions, any of which may be waived, in whole or in part, by agreement of the parties in writing to the extent permitted by applicable Law:

(a) Government Approvals. The parties shall have received any consents, authorizations, orders and approvals required from governmental authorities, including the approval of the NYAG Antitrust Bureau ("Antitrust Approval"), in each case, in form and substance reasonably satisfactory to each party, and no such consent, authorization, order or approval shall have been revoked, refused or withdrawn;

(b) Member Approval. This Agreement shall have been duly adopted by the Requisite Member Vote of each party's voting members. "Requisite Member Vote" refers to approval by the voting members of a party in accordance with applicable law, including Sections 903(a)(2) and 613(c) of the N-PCL, which require that the Agreement be approved by a two-thirds vote of each party's voting members at a meeting; provided that the affirmative votes cast in favor of any such action shall be at least equal to the quorum. Blank votes or abstentions shall not be counted in the number of votes cast.

(c) No Order to Enjoin. There shall not be in effect any statute, regulation, order, decree or judgment of any Governmental Authority which makes illegal or enjoins or prevents the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

Section 3.2 Conditions to Obligations of RSA.

The obligations of RSA to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following additional conditions, any of which may be waived, in whole or in part, by RSA to the extent permitted by applicable Law:

(a) Bring-Down of CHIP Representations. The representations and warranties of CHIP contained herein and in any certificate or other writing delivered by CHIP pursuant hereto shall be true and correct in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualification) and in all respects (in the case of any representation or warranty with any materiality or Material Adverse Effect qualification), in each case as of the date of this Agreement and as of the Closing Date as if such representations and warranties were made as of the Closing Date, except that the representations and warranties that are made as of a specific date need be true and correct in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualification) and in all respects (in the case of any representation or warranty with any materiality or Material Adverse Effect qualification) only as of such specific date;

(b) Performance of CHIP Covenants. CHIP shall have performed and complied in all material respects with all agreements and covenants required to be performed or complied with by it under this Agreement; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, CHIP shall have performed such agreements, covenants and conditions, as so qualified, in all respects;

(c) Closing Certificates. RSA shall have received from CHIP: (i) a certificate, dated as of the Closing Date, duly executed by an officer of CHIP, certifying as to the effect of Sections 3.2(a) (Bring-Down of CHIP Representations) and 3.2(b) (Performance of CHIP Covenants) above, and (ii) such other evidence with respect to the fulfillment of said conditions as RSA may reasonably request. No exceptions taken in such certificate will modify CHIP's representations, warranties, covenants or arrangements made or deemed to be made hereunder or have any effect for the purposes of the conditions to RSA's obligations hereunder;

(d) No Pending Action to Enjoin. No action, suit or proceeding shall be pending to enjoin, restrain or prohibit the transactions contemplated by this Agreement, or that will be reasonably likely to prevent or make illegal the consummation of the transactions contemplated by this Agreement;

(e) Receipt of Required Consents. The consents, approvals, notices, and waivers set forth in Exhibit 3.2(e) hereto (the "Required Consents/Notices") shall have been obtained or given, as applicable, and be in full force and effect. A copy of each such Required Consent, in a form reasonably acceptable to RSA, shall have been provided to RSA at or prior to the Closing Date;

(f) No Material Adverse Effect. Neither CHIP nor any of its Affiliates shall have experienced any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect;

(g) Tail Coverage. CHIP shall have purchased the Tail Policies described in Section 6.9 (Tail Policies) hereof and shall have delivered certificates evidencing the same to RSA;

(h) Ratification of CHIP Executive Committee Actions. CHIP's Board shall have ratified all prior actions of its executive committee.

(i) Other Closing Documents. At or prior to the Closing, CHIP shall deliver to RSA the following:

(i) resignations of directors and officers of CHIP pursuant to Section 6.2 (Resignations) hereof;

(ii) a certificate of the Secretary or an Assistant Secretary of CHIP certifying that:

(A) attached thereto are true and complete copies of (1) all resolutions adopted by the CHIP Board authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and (2) all resolutions adopted by the Board approving the Amended Organizational Documents, (3) resolutions of CHIP's voting members approving the Merger and adopting this Agreement and the Amended Organizational Documents, (4) resolutions adopted by the CHIP Board ratifying all prior actions of its executive committee; and

(B) all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; and

(iii) such other documents or instruments as RSA reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 3.3 Conditions to Obligations of CHIP.

The obligations of CHIP to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing Date of the following additional conditions, any of which may be waived, in whole or in part, by CHIP to the extent permitted by applicable Law:

(a) Bring-Down of RSA Representations. The representations and warranties of RSA contained herein and in any certificate or other writing delivered by RSA pursuant hereto shall be true and correct in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualification) and in all respects (in the case of any representation or warranty with any materiality or Material Adverse Effect qualification), in each case as of the date of this Agreement and as of the Closing Date as if such representations and warranties were made as of the Closing Date, except that the representations and warranties that are made as of a specific date need be true and correct in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualification) and in all respects (in the case of any representation or warranty with any materiality or Material Adverse Effect qualification) only as of such specific date;

(b) Performance of RSA Covenants. RSA shall have performed and complied in all material respects with all agreements and covenants required to be performed or complied with by it under this Agreement at or prior to the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, RSA shall have performed such agreements, covenants and conditions, as so qualified, in all respects;

(c) Closing Certificate. CHIP shall have received from RSA a certificate, dated the Closing Date, duly executed by an officer of RSA, to the effect of Sections 3.3(a) (Bring-Down of RSA Representations) and 3.3(b) (Performance of RSA Covenants) above and (ii) such other evidence with respect to the fulfillment of said conditions as CHIP may reasonably request. No exceptions taken in such certificate will modify RSA's representations, warranties, covenants or arrangements made or deemed to be made hereunder or have any effect for the purposes of the conditions to CHIP's obligations hereunder;

(d) No Pending Action to Enjoin. No action, suit or proceeding shall be pending to enjoin, restrain or prohibit the transactions contemplated by this Agreement, or that will be reasonably likely to prevent or make illegal the consummation of the transactions contemplated by this Agreement;

(e) Receipt of Consents. The consents, approvals and waivers set forth in Exhibit 3.2(e) hereto shall have been obtained or given, as applicable, and be in full force and effect. A copy of each such consent, approval and waiver in a form reasonably acceptable to CHIP, shall have been provided to CHIP at or prior to the Closing Date; and

(f) Other Closing Documents. At or prior to the Closing, RSA shall deliver to CHIP the following:

(i) resignations of directors and officers of RSA pursuant to Section 6.2 (Resignations) hereof;

(ii) a certificate of the Secretary or an Assistant Secretary of RSA certifying that:

(A) attached thereto are true and complete copies of (1) all resolutions adopted by the RSA Board authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and (2) all resolutions adopted by the Board approving the form of Amended Organizational Documents, (3) resolutions of RSA's voting members approving the Merger and adopting this Agreement and the Amended Organizational Documents and

(B) all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; and

(iii) such other documents or instruments as CHIP reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CHIP

Except as set forth in the corresponding section of the Disclosure Schedule delivered by CHIP (the "CHIP Disclosure Schedule") to RSA, CHIP hereby represents and warrants to RSA as of the date hereof and as of the Closing Date as follows:

Section 4.1 Organization; CHIP's Affiliates.

(a) CHIP is a not-for-profit trade association and CHIP's Affiliates are (as applicable) not-for-profit trade associations or not-for-profit corporations duly organized, validly existing and duly qualified or licensed and in good standing under the Laws of the state of its incorporation and has the corporate power and authority to own, lease, and operate its properties and assets and to carry on its activities as they are now being conducted or presently proposed to be conducted. CHIP and its Affiliates are each duly qualified or licensed to do business in each jurisdiction in which the character or location of the properties owned, leased or operated by it or the nature of activities conducted by it makes such qualification or license necessary. CHIP has made available to the other party hereto, prior to the execution of this Agreement, complete and correct copies of CHIP's and its Affiliates' Organizational Documents, each as amended to date.

(b) Neither CHIP nor any of its Affiliates is in default under or in violation of any provision of its Organizational Documents. CHIP's Board has ratified all prior actions of its executive committee.

(c) Subject to Section 4.1(d) hereof, no shares of any entity or any ownership, investment, voting or other interest, whether equitable, of record, beneficial or otherwise, is held by CHIP or any of its Affiliates in any Person, and no such equity or other interests are included in C'IP's assets. No Affiliate of CHIP has any right, title or interest in or to any of C'IP's assets or any asset which is necessary for the conduct of the CHIP's activities as it is presently being conducted.

(d) CHIP's Affiliates consist solely of the following entities: (i) Associated Builders and Owners of Greater New York ("ABO"), (ii) National Associated Builders and Owners of Greater NY ("NABO") and (iii) Gotham Housing Coalition Inc. ("Gotham Housing Coalition"). Schedule 4.1 of the CHIP Disclosure Schedule lists each Affiliates' state of incorporation and each Affiliates' board of directors.

Section 4.2 Membership.

(a) CHIP has four (4) membership classes, including (i) voting regular members, (ii) nonvoting associate members, (iii) nonvoting regular members, and (iv) founding members. As of the date hereof, CHIP's membership consists solely of the following voting and nonvoting members.

> (i) One hundred ninety-nine (199) voting regular members. Such membership is open to CHIP's directors, any owner or operator of residential real estate, or any representative thereof;
>
> (ii) Seventy-two (72) nonvoting associate members. Such membership is open to any vendor or contractor involved in the residential real estate business;

(b) CHIP has no nonvoting regular members or founding members.

(c) CHIP's voting regular members have all the rights and privileges of members of CHIP. CHIP's nonvoting associate members have no right to vote but have such rights and privileges as CHIP's Board establishes by resolution. Admission of CHIP's voting and nonvoting associate members is determined by CHIP's Board.

(d) All of the memberships were issued in compliance with CHIP's Organizational Documents and applicable Law. None of the memberships were issued in violation of any agreement, arrangement or commitment to which CHIP is a party or is subject to.

(e) CHIP's Affiliates have no voting members.

Section 4.3 Execution and Enforceability.

(a) CHIP has the requisite corporate power and authority to execute and deliver, and to perform its obligations under, this Agreement, and to consummate the transactions contemplated hereby. The execution, delivery and performance by CHIP of this Agreement and the consummation by CHIP of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of CHIP.

(b) This Agreement has been duly executed and delivered by CHIP and assuming the due authorization, execution and delivery of this Agreement by RSA, this Agreement will be a valid and binding obligation of CHIP, enforceable against CHIP in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

Section 4.4 Governmental Authorizations.

The execution, delivery and performance by CHIP of this Agreement, and the consummation by CHIP of the transactions contemplated hereby, do not require CHIP or any of its Affiliates to obtain any consent, approval or other Permit or order of, make any filing with, or give any notice to, any Governmental Authority.

Section 4.5 Non-Contravention.

The execution, delivery and performance by CHIP of this Agreement and the consummation by CHIP of the transactions contemplated hereby, will not directly or indirectly (with or without notice or lapse of time):

(a) violate or conflict with or result in a breach of any provision of the Organizational Documents or other governing documents of CHIP or any of its Affiliates;

(b) violate, conflict with, result in the breach of or default under, result in any modification of the effect of, provide to others the right to terminate, cancel, or accelerate or materially amend any obligations under, or require any consent or approval under, or give rise to a right of refund or to the loss of a benefit under, any Contract or asset of CHIP or any of its Affiliates (including, without limitation, any Award);

(c) result in or require the creation or imposition of any Liens on CHIP's or any of its Affiliates' assets, except for Permitted Liens or Liens created by RSA;

(d) violate, give any Governmental Authority, or other Person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under, any Law applicable to or binding upon CHIP, any of its Affiliates or any of their respective assets;

(e) violate any agreement with, or condition imposed upon CHIP or any of its Affiliates by, any Governmental Authority;

(f) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment or a revocation of, any Permit utilized in the conduct of the CHIP's or its Affiliates' activities; or

(g) cause RSA to become subject to, or to become liable for the payment of, any Tax excluding any deed stamp taxes.

Section 4.6 Compliance with Law; Permits.

(a) 'CHIP, its Affiliates, and their respective activities and assets, are, and since December 30, 2020 have been, in compliance in all material respects with all material and applicable Laws, and there are no circumstances that, if not remedied or modified, will prevent or materially interfere with such compliance. Neither CHIP nor any of its Affiliates has received any written notice from a Governmental Authority alleging any material violation of any material and applicable Law to which the activities or assets of CHIP or any of its Affiliates 'are subject, and, there is no basis for any such allegation or proceeding.

(b) Schedule 4.6 of the CHIP Disclosure Schedule sets forth a list of all material Permits (i) necessary to conduct each of CHIP's or its Affiliates' activities in the manner in which it is presently conducted or (ii) otherwise material to the activities of CHIP's and its Affiliates activities. Such Permits have been duly obtained and are in full force and effect. Neither CHIP nor any of its Affiliates is in material violation of the terms of any Permit and no violation has been alleged by any Governmental Authority, no proceeding is pending or threatened to revoke or materially limit any such Permit, and, there is no basis for any such allegation or proceeding.

"Permits" refers to all licenses, permits, approvals, registrations, waivers, exemptions, consents, authorizations, or qualifications of, or any filings, notices or reports with, any Governmental Authority required under applicable Law, which are used or intended for use in connection with the ownership or operation of a Person's or any of its Affiliates' assets or the conduct of such Person's activities.

Section 4.7 Financial Statements

(a) Schedule 4.7 of the CHIP Disclosure Schedule contains a complete and correct copy of CHIP's unaudited statements of cash receipts and disbursements for the six (6) months ended June 30, 2023 (the "June 2023 Financial Statement") and for the years ended December 31, 2022, December 31, 2021 and December 31, 2020 (the foregoing financial statements collectively referred to herein as the "CHIP Financial Statements").

(b) Schedule 4.7 of the CHIP Disclosure Schedule contains a complete and correct copy of CHIP's Affiliates' unaudited statements of cash receipts and disbursements for the six (6) months ended June 30, 2023 (the "June 2023 Financial Statement") and for the years ended December 31, 2022, December 31, 2021 and December 31, 2020 (the foregoing financial statements collectively referred to herein as "CHIP's Affiliates' Financial Statements").

(c) CHIP represents and warrants to RSA that each of the CHIP Financial Statements (i) were prepared in accordance with a Cash Basis of accounting consistently applied throughout the periods indicated, and (ii) has been prepared in accordance with the books and records of CHIP, which contain all properly recorded transactions relating to CHIP's activities. The statements of cash receipts and disbursements included in the CHIP Financial Statements constitute a true and accurate presentation of such receipts and disbursements of CHIP for the periods indicated, in each case consistent with the books and records of CHIP. None of the CHIP Financial Statements include the accruals, audit adjustments and other accounting that would be required for a fair presentation under GAAP.

(d) CHIP represents and warrants to RSA that each of CHIP's Affiliates' Financial Statements (i) were prepared in accordance with a Cash Basis of accounting consistently applied throughout the periods indicated, and (ii) has been prepared in accordance with the books and records of CHIP's Affiliates, which contain all properly recorded transactions relating to the activities of CHIP's Affiliates. The statements of cash receipts and disbursements included in CHIP's Affiliates' Financial Statements constitute a true and accurate presentation of such receipts and disbursements of CHIP's Affiliates for the periods indicated, in each case consistent with the books and records of CHIP's Affiliates. None of CHIP's Affiliates' Financial Statements include the accruals, audit adjustments and other accounting that would be required for a fair presentation under GAAP.

(e) The books and records of account and other financial records of CHIP and its Affiliates are each true and correct and represent actual, bona fide transactions and have been maintained in accordance with sound business practice, including the maintenance of a system of adequate controls. There are no unrecorded transactions, arrangements, obligations or relationships attributable to CHIP's or its Affiliates' activities or to which CHIP, its Affiliates or any of 'their respective assets is a party or bound.

(f) CHIP and its Affiliates have each established and maintains a system of internal controls over financial reporting sufficient to provide reasonable assurance (i) regarding the reliability of 'its financial reporting and the preparation of financial statements in accordance with a Cash Basis of accounting consistently applied throughout the periods indicated, (ii) that its receipts and expenditures are being made only in accordance with the authorization of 'its management and directors, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use, or disposition of its assets that could have a material effect on the financial statements.

Section 4.8 No Undisclosed Liabilities.

Except for the liabilities set forth on Schedule 4.8 (No Undisclosed Liabilities) of the CHIP Disclosure Schedule, neither CHIP nor any of its Affiliates have any liabilities or obligations of any nature (including, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise and whether due or to become due) arising out of or relating to the activities of CHIP or its Affiliates.

Section 4.9 Absence of Certain Changes.

Since December 31, 2022, except (x) as disclosed in Schedule 4.8 (No Undisclosed Liabilities) of the CHIP Disclosure Schedule and (y) for the transactions contemplated hereby:

(i) Neither CHIP nor any of its Affiliates have taken any of the actions that would be impermissible under Section 6.3 (Conduct of CHIP's and its Affiliates' Operations) hereof;

(ii) CHIP and its Affiliates have each conducted its activities in the ordinary course of business,

(iii) there has not been any event, occurrence, fact, condition, change or effect that, individually or in the aggregate, has had or will reasonably be expected to have a Material Adverse Effect; and

(iv) there has not been any material damage, destruction or loss relating to CHIP's or its Affiliates' assets, whether covered by insurance or not.

Section 4.10 No Fraud or Misrepresentations.

Neither CHIP, any of its Affiliates, nor any director or officer, of CHIP or any of its Affiliates, is aware of or has taken any action, directly or indirectly, that could constitute material fraud, intentional misrepresentation, or similar intentionally unlawful conduct in connection with the oversight or management of CHIP's or any of its Affiliates' operations or this Agreement.

Section 4.11 Title to Assets; Sufficiency of CHIP's Assets.

(a) At the Effective Time, RSA will receive good and marketable title to CHIP's and its Affiliates' assets, free and clear of any Liens (other than Permitted Liens), and other interests. CHIP and its Affiliates have good, valid and marketable title to all of the assets that it purports to own (tangible and intangible) free and clear of all Liens (other than Permitted Liens).

(b) CHIP's assets constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to conduct the CHIP's activities immediately following the Closing, in the manner presently conducted by CHIP, which is consistent with past practice, and are sufficient to provide RSA with the means and capability to conduct the CHIP's activities as they are presently being conducted. CHIP's Affiliates' assets constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to conduct their respective activities immediately following the Closing, in the manner presently conducted by them, which is consistent with past practice, and are sufficient to provide the means and capability to conduct the Affiliates' activities as they are presently being conducted.

(c) CHIP's assets and its Affiliates' assets have no known defects and are in good operating condition and repair and are adequate for the uses to which they are being put. None of CHIP's nor its Affiliates' assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs which are not material in nature or cost. Neither CHIP nor any Affiliate of CHIP has received notification that it is in violation of any applicable law, ordinance, or regulation in respect of its assets or its operations.

Section 4.12 Liens.

All of the material assets owned by CHIP and its Affiliates are free of all Liens (other than Permitted Liens).

Section 4.13 Litigation.

(a) There is no suit, claim, action, proceeding, arbitration, hearing, inquiry or investigation (whether at law or equity) pending or, to the Knowledge of CHIP, threatened (and CHIP and its Affiliates have no Knowledge of any circumstances that may give rise thereto) against or affecting CHIP, CHIP's Affiliates, or any of their assets or activities', or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated hereby. To the Knowledge of CHIP, there is no basis for any such suit, claim, action, proceeding, arbitration, hearing, inquiry or investigation.

(b) There are no outstanding orders, injunctions or decrees of any Governmental Authority (i) which may have a Material Adverse Effect on CHIP's or its Affiliates' assets or the ability of CHIP or its Affiliates to acquire any property or conduct business in any area, (ii) that restrict the ownership, disposition or use of CHIP's or its Affiliates' assets or the conduct of the CHIP's or its Affiliates' activities, or (iii) which may have an adverse effect on the ability of CHIP to consummate the transactions contemplated hereby.

Section 4.14 Tax Matters.

(a) CHIP is, and is recognized by the Internal Revenue Service as, a trade association exempt from taxation under Section 501(c)(6) of the Code (its "Tax Status") and is subject only to those Taxes generally applicable to New York not-for-profit corporations organized as trade associations exempt from taxation under Section 501(c)(6) of the Code. CHIP has delivered to RSA a true and correct copy of CHIP's Internal Revenue Service determination letter recognizing CHIP's exemption from Tax, which remains effective and has not been revoked or challenged.

(b) Each of ABO and NABO is, and is recognized by the Internal Revenue Service as, a trade association exempt from taxation under Section 501(c)(6) of the Code and is subject only to those Taxes generally applicable to New York not-for-profit corporations organized as trade associations exempt from taxation under Section 501(c)(6) of the Code. Gotham Housing Coalition is recognized by the Internal Revenue Service as a charitable organization exempt from taxation under Section 501(c)(3) of the Code and is subject only to those Taxes generally applicable to New York not-for-profit corporations organized as charitable organizations exempt from taxation under Section 501(c)(3) of the Code. CHIP has delivered to RSA true and correct copies of CHIP's Internal Revenue Service determination letters recognizing each of its Affiliates' exemption from Tax, each of which remains effective and has not been revoked or challenged.

(c) Neither CHIP nor any of its Affiliates (i) is "a "private foundation," as defined in Section 509(a) of the Code, and (ii) have a material amount of "unrelated business taxable income.

(d) Except those that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided, all Tax Returns which are required to be filed by CHIP and each of its Affiliates have been duly and timely filed, except where extensions have been properly obtained, and each of CHIP and its Affiliates has duly and timely paid in full or made adequate provision for all Taxes shown to be due and payable on such Tax Returns or on any assessments made against it or any of its property, and all other Taxes, fees or other charges imposed on it or any of its property by any Governmental Authority, including, without limitation, all payroll withholding Taxes, have been duly and timely paid and no Tax related Liens have been filed and, to CHIP's Knowledge, no claims are being asserted with respect to any such Taxes, fees or other charges. Each Tax Return was true, correct and complete as filed in all material respects.

(e) Neither CHIP nor any of its Affiliates is under examination or audit by, nor has it received or been threatened by any questions or notice from any Federal, state or local taxing authorities ("Taxing Authorities") with jurisdiction over trade associations or not-for-profit entities and their operations, including, without limitation any state attorney general, with respect to its tax status or any other matter and has not granted any waiver of any statute of limitations with respect to any such examination or audit.

(f) Neither CHIP nor any of its Affiliates has engaged in any activity which, if brought to the attention of any Taxing Authority, will be likely to cause such Taxing Authority to question or revoke CHIP's or any of its Affiliates' tax status or impose any Tax or penalty and neither CHIP nor any of its Affiliates is aware of any basis for any such action.

Section 4.15 Lobbying Compliance.

Each of CHIP, its Affiliates, any political action committee established by CHIP or any of its Affiliates and each of their respective officers, employees and directors, acting in their capacity as such, is in compliance in all material respects with all applicable Laws relating to its lobbying activities and campaign contributions, if any. All filings required to be made under applicable Law relating to such lobbying activities and campaign contributions are accurate and have been properly filed with the appropriate Governmental Authority.

Section 4.16 Employee Benefits.

(a) Set forth in Schedule 4.16 of the CHIP Disclosure Schedule is a list of all Employee Agreements, all "employee benefit plans," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other material employee benefit or compensation plans, arrangements, agreements or programs, in any case, that are maintained or contributed to or required to be contributed to, or entered into by CHIP or any of its Affiliates for the benefit of current or former employees, directors, consultants or agents, of CHIP or any of its Affiliates (collectively, the "Benefit Plans"). To the extent applicable, Schedule 4.16 of the CHIP Disclosure Schedule indicates which of the Benefit Plans is (i) subject to Section

302 or Title IV of ERISA or (ii) a multiemployer plan, within the meaning of Section (3)(37) of ERISA. CHIP has delivered to the other party hereto the following documents with respect to each Benefit Plan: a true and complete copy of the Benefit Plan, including all amendments (or if the plan is not a written plan, a written description thereof); the most recent summary plan description required with respect thereto; required annual reports for each of the three most recent plan years, including financial reports; if the Benefit Plan is funded through a trust or any third-party funding vehicle, a copy of the trust or other funding agreement and the latest financial statements thereof; and the most recent determination letter received from the Internal Revenue Service with respect to each such Benefit Plan intended to qualify under section 401(a), 403(a) or 408(k), as applicable, of the Code.

(b) Each Benefit Plan is in material compliance with its terms and all applicable provisions of ERISA, the Code and other applicable Law.

(c) With respect to each Benefit Plan that is subject to Title IV of ERISA and which is not a multiemployer plan, the present value of accrued benefits under such Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such Benefit Plan's actuary with respect to such Benefit Plan did not exceed, as of its latest valuation date, the then current value of the assets of such Benefit Plan allocable to such accrued benefits.

(d) All contributions which were due and payable by CHIP or any of its Affiliates to the Benefit Plans have been made in full.

(e) Except as set forth on Schedule 4.16I of the CHIP Disclosure Schedule, no director, employee or officer of CHIP or any of its Affiliates will be entitled to any additional benefits or any acceleration of the time of payment or vesting of any benefits under any Employee Agreement, employee incentive or benefit plan, program or arrangement as a result of the transactions contemplated by this Agreement, either alone or in combination with another event.

(f) There are no pending, threatened or anticipated claims by or on behalf of any Benefit Plan, by any employee or beneficiary covered under any such plan, or otherwise involving any such plan (other than routine claims for benefits). Each Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified and the trusts maintained thereunder are exempt from taxation under Section 501(a) of the Code. Each Benefit Plan providing welfare benefits provides such benefits on a fully-insured basis.

Section 4.17 Intellectual Property.

(a) Schedule 4.17 sets forth a correct and complete list of all (i) issued Patents and Patent applications, (ii) Trademark registrations and applications and material unregistered Trademarks, (iii) Copyright registrations and applications and material unregistered Copyrights, and (iv) material Software, in each case which is owned by CHIP or any of its Affiliates. CHIP or any such Affiliate is the sole and exclusive beneficial and, with respect to applications and registrations, record owner of all of the items set forth in Schedule 4.17, and all such Intellectual Property is subsisting, valid, and enforceable.

(b) Schedule 4.17 sets forth a true, correct, and complete list of all Contracts pursuant to which CHIP or any of its Affiliates (i) is granted or obtains any right to use any material Intellectual Property (other than standard form Contracts granting rights to use readily available shrink wrap or click wrap Software having an acquisition price of less than $5,000 in the aggregate for all such related Contracts), (ii) is restricted in its right to use or register any material Intellectual Property, or (iii) permits any other Person, to use, enforce, or register any material Intellectual Property, including any license agreements, coexistence agreements, and covenants not to sue.

(c) Each of CHIP and its Affiliates owns, or has a valid right to use, free and clear of all Liens, all Intellectual Property used or held for use in, or necessary to conduct, its activities.

(d) The conduct of the activities of CHIP and its Affiliates as currently conducted, and the conduct of their activities as conducted in the past three (3) years, does not infringe, misappropriate, or otherwise violate, and has not infringed, misappropriated, or otherwise violated, any Person's Intellectual Property rights, there has been no such claim asserted or threatened (including in the form of offers or invitations to obtain a license) in the past three (3) years against CHIP or any of its Affiliates, or, to the Knowledge of CHIP, any other Person. To the Knowledge of CHIP, there is no valid basis for a claim of infringement, misappropriation, or other violation of Intellectual Property rights against CHIP or any of its Affiliates.

(e) To the Knowledge of CHIP, no Person is materially infringing, misappropriating, or otherwise violating any Intellectual Property owned, used, or held for use by CHIP or any CHIP Affiliate in the conduct of its activities, and no such claims have been asserted or threatened against any Person by CHIP, any CHIP Affiliate or, to the Knowledge of CHIP, any other Person, in the past three (3) years.

(f) No current or former Affiliate, partner, director, officer, or employee of CHIP or any of its Affiliates will, after giving effect to the transactions contemplated hereby, own or retain any rights to use any of the Intellectual Property owned by CHIP or any CHIP Affiliate.

(g) CHIP and its Affiliates have each at all times complied with all applicable Laws, as well as its own rules, policies, and procedures, relating to privacy, data protection, and the collection and use of personal information collected, used, or held for use by CHIP or any of its Affiliates. No claims have been asserted or threatened against CHIP or any of its Affiliates alleging a violation of any Person's privacy or personal information or data rights and the consummation of the transactions contemplated hereby will not breach or otherwise cause any violation of any Law or rule, policy, or procedure related to privacy, data protection, or the collection and use of personal information collected, used, or held for use by or on behalf of CHIP or any CHIP Affiliate in the conduct of its activities. CHIP and its Affiliates take reasonable measures to ensure that such information is protected against unauthorized access, use, modification, or other misuse.

Section 4.18 Material Contracts.

(a) Schedule 4.18 of the CHIP Disclosure Schedule contains a correct and complete list of all Contracts (the "Material Contracts") pursuant to which CHIP or any of its Affiliates has any rights or benefits, or undertakes any obligations or liabilities with respect to CHIP's or its Affiliates' assets or activities', in each case that:

(i) have a duration of one year or more and are not terminable without penalty upon 90 days or less prior written notice by any party;

(ii) require or could reasonably be expected to require any party thereto to pay $5,000 or more in any 12 month period, or $30,000 or more in the aggregate;

(iii) constitute an Award which obligates CHIP or any of its Affiliates to pay $5,000 or more in any 12 month period or entitles CHIP or any of its Affiliates to receive $5,000 or more in any 12 month period; "Award" refers to sponsored or other third-party funding of the CHIP or its Affiliates' activities, whether federal, private or other, whether already made or for which there are proposals pending, and whether made through a gift, pledge, restricted endowment, or outside trust of which CHIP or any of its Affiliates is the beneficiary (including: (i) donations; (ii) grants; (iii) cooperative agreements; (iv) contracts; (v) sub-recipient agreements; and (vi) any other form of award) listed on Schedule 4.18 of the CHIP Disclosure Schedule;

(iv) require any severance or retention payments to any employee, director or officer of CHIP or any of its Affiliates after the date of this Agreement;

(v) constitute an agreement with a Governmental Authority;

(vi) contain any non-competition or non-solicitation covenant or exclusivity arrangement;

(vii) constitute a lease, license, arrangement or other contract providing in whole or in part for the use of, or limiting the use of, any Intellectual Property (excluding customary "shrink wrap" agreements for off the shelf software);

(viii) constitute an Employee Agreement and other instruments that regard the employment, services, consulting, termination or severance from employment relating to or for the benefit of any director, officer, employee, sales agent, distributor, dealer, independent contractor or consultant of CHIP or any of its Affiliates;

(ix) constitute (x) a trust indenture, mortgage, promissory note, loan agreement, security agreement, pledge agreement, deeds of trust, guarantees, keep well agreement or other contract for the borrowing of money or guarantee of obligation, (y) letters of credit and surety, indemnity, performance and similar bonds or (z) a contract to share Tax liability with any Person;

(x) constitute a collective bargaining agreement;

(xi) constitute material licenses, Permits, franchises, governmental approvals and other contracts concerning or relating to real property or with a Governmental Authority;

(xii) constitute management services agreements, joint venture, partnership and similar contracts involving a sharing of profits or expenses or otherwise (including but not limited to joint marketing contracts or joint research and development contracts);

(xiii) constitute asset purchase agreements and other acquisition or divestiture agreements, including, but not limited to, any agreements relating to the sale, lease or disposal of any of CHIP's or any of its Affiliates' assets or involving continuing indemnity or other obligations;

(xiv) any agreements for the provision of professional fundraising services with professional solicitors, lobbyists, or fundraising counsel, and any agreements relating to marketing, public relations, communications and legal research services;

(xv) constitute leases for real property or lease agreements providing for the leasing of material personal property primarily used in, or held for use primarily in connection with, the CHIP's or any of its Affiliates' activities; constitute a material contract for the purchase of any materials, supplies, equipment, merchandise or services that require or could reasonably be expected to require any party thereto to pay $5,000 or more in any 12 month period, or $10,000 or more in the aggregate; constitute any contract under which any Liens, except for Permitted Liens, exist with respect to any of CHIP's or any of its Affiliates' assets;

(xvi) constitute contracts, agreements or arrangements with CHIP's Affiliates;

(xvii) constitute any other contracts, agreements or commitments that CHIP reasonably determines to be material to CHIP's or any of its Affiliates' activities; or

(xviii) constitute a contract entered into by CHIP or any CHIP Affiliate relating primarily to its activities other than in the ordinary course of business.

With respect to each Material Contract, CHIP represents that (i) each of its Material Contracts is in full force and effect and constitutes a valid and binding obligation of CHIP enforceable against CHIP or any of its Affiliates in accordance with its terms, and, to CHIP's Knowledge, each other party thereto, (ii) neither CHIP nor any of its Affiliates is and, to CHIP's Knowledge, no other party thereto is, in breach or default under any of the Material Contracts and no event has occurred that with the passage of time or the giving of notice will result in a breach or default, and (iii) neither CHIP nor any CHIP Affiliate has given and, to CHIP's Knowledge, neither CHIP nor any CHIP Affiliate has received from any other Person, any notice or other communication (whether written or oral) regarding any actual or potential violation or breach of, default under, termination of or refusal to renew, any Material Contract. None of the Material Contracts requires the consent of any other party thereto in connection with the transactions contemplated by this Agreement.

(b) The Material Contracts constitute all of the Contracts that are necessary to conduct the activities of each of CHIP and its Affiliates in the manner as presently conducted by CHIP and its Affiliates (as applicable), which is consistent with past practice. True, correct and complete copies, including all amendments, supplements and modifications, of all of the Material Contracts have been provided to RSA, and in the case of any oral Material Contracts, a written summary of the material terms of such contracts have been provided to RSA.

(c) Notwithstanding anything to the contrary contained herein, CHIP represents and warrants that its Affiliates have no Contracts. CHIP has no continuing obligations to make payments to, or on behalf of its Affiliates, or to another Person on behalf of its Affiliates. CHIP's Affiliates have no continuing obligations to make payments to, or on behalf of CHIP, or to another Person on behalf of CHIP.

(d) CHIP represents and warrants that it has no outstanding or surviving obligations (whether for payments or otherwise) under any Employee Agreement, including any severance agreement. .

Section 4.19 Real Property.

(a) No Owned Real Property. Neither CHIP nor any of its Affiliates owns real property.

(b) Leased Real Property. Schedule 4.19 sets forth the address of each Leased Real Property, and a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto) for each such Leased Real Property (including the date and name of the parties to such Lease document). CHIP has delivered to RSA a true and complete copy of each such Lease document, and in the case of any oral lease, a written summary of the material terms of such Lease. Except as set forth in Schedule 4.18, with respect to each of the Leases: (i) such Lease is legal, valid, binding, enforceable, and in full force and effect; (ii) the consummation of the transaction contemplated by this Agreement does not require the consent of any party to such Lease, will not result in a breach of or default under such Lease, or otherwise cause such Lease to cease to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the Closing; (iii) CHIP's and its Affiliates' (as applicable) possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and to the CHIP's knowledge, there are no disputes with respect to such Lease; (iv) neither CHIP nor any of its Affiliates is in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time, or both, would constitute such a breach or default, or permit the termination, modification, or acceleration of rent under such Lease; (v) no security deposit or portion thereof deposited with respect to such

Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (vi) neither CHIP nor any of its Affiliates owe nor will in the future, owe any brokerage commissions or finder's fees with respect to such Lease; (vii) the other party to such Lease is not an affiliate of, and otherwise does not have any economic interest in, CHIP or any of its Affiliates; (viii) neither CHIP nor any of its Affiliates has subleased, licensed, or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; (ix) neither CHIP nor any of its Affiliates has collaterally assigned or granted any other security interest in such Lease or any interest therein; and (x) CHIP and each of its Affiliates (as applicable) has good and marketable leasehold title to all Leased Real Property, in each case, free and clear of all Liens except Permitted Liens.

(c) The Leased Real Property identified on Schedule 4.19 comprise all of the real property used or intended to be used in, or otherwise related to, the activities of CHIP or any of its Affiliates. Neither CHIP nor any of its Affiliates has ownership, financial or other interest in the landlord under any Leased Real Property.

Section 4.20 Environmental.

(a) CHIP and its Affiliates have each obtained any environmental Permits required by Law and necessary for the conduct of the its activities, such Permits are in full force and effect, no proceedings have been commenced or threatened to revoke or amend such Permits, and CHIP and each of its Affiliates is and has been in compliance with such Permits and other requirements of applicable Environmental Laws.

(b) Neither CHIP nor any of its Affiliates has received any written notice from any Governmental Authority or any other Person alleging a violation or liability pursuant to any Environmental Laws or Permits and neither CHIP nor any of its Affiliates has Knowledge of any circumstances which constitute such violation or are likely to result in such liability.

(c) To the Knowledge of CHIP, there has been no release of any Hazardous Materials at, on or under any Leased Real Property or other real property used by CHIP or any of its Affiliates, in amounts or under circumstances that will require notification of any Person, investigation, remediation or monitoring pursuant to Environmental Laws.

Section 4.21 Labor Matters.

(a) Neither CHIP nor any of its Affiliates is a party to, or bound by, and no employee of CHIP nor any of its Affiliates is subject to, a collective bargaining agreement or similar agreement with any labor organization applicable to the employees of CHIP or any of its Affiliates and no such agreement is currently being negotiated;

(b) No labor dispute, strike, slowdown, work stoppage, lockout or other collective labor action involving the employees of CHIP is pending or, to the Knowledge of CHIP, threatened against or affecting CHIP or any of its Affiliates, and neither CHIP nor any of its Affiliates has been the subject of any such collective labor action within the past five years;

(c) There is no unfair labor practice charge pending or, to CHIP's Knowledge, threatened against CHIP or any of its Affiliates before the National Labor Relations Board or any other Governmental Authority, and neither CHIP nor any of its Affiliates has engaged in any unfair labor practice as defined in the National Labor Relations Act within the past five years;

(d) There are no material actions, suits, claims, labor disputes, grievances or controversies pending, or to the Knowledge of CHIP, threatened involving CHIP, its Affiliates and any of their respective current or former directors, officers or employees arising out of any Law governing labor, employment, employment practices or employment discrimination, including, without limitation, any claim for wrongful termination, breach of express or implied contract of employment or for violation of equal employment opportunity Laws;

(e) Neither CHIP nor any of its Affiliates has received notice of the intent of any Governmental Authority responsible for the enforcement of labor or employment Laws to conduct an investigation with respect to or relating to CHIP or any of its Affiliates and no such investigation is in progress; and

(f) CHIP and its Affiliates are each in compliance in all material respects with all applicable Laws respecting employment and employment practices, terms and conditions of employment, the proper classification of employees and independent contractors, occupational safety and health, wages and hours, immigration, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers compensation and unemployment insurance, including, without limitation, any bargaining or other obligations under the National Labor Relations Act.

Section 4.22 Funding Commitments.

(a) Schedule 4.22 of CHIP's Disclosure Schedule attached hereto sets forth a true and complete list, including amounts and dates payable, of all outstanding pledges and Awards, assets and other funding commitments ("Funding Commitments") in excess of $5,000 that have been awarded to CHIP or any of its Affiliates by any Person. Neither CHIP nor any of its Affiliates has received notice from any Person that has pledged or granted funds to CHIP or any of its Affiliates, that are reflected in Schedule 4.22 of CHIP's Disclosure Schedule, that such Person intends to, has refused or will refuse, withdraw, reconsider or reduce any Funding Commitments made by such Person to CHIP or any of its Affiliates. Neither CHIP nor any of its Affiliates is aware of any reason why such Funding Commitments will not be paid in accordance with its terms.

(b) Schedule 4.22 of CHIP's Disclosure Schedule sets forth a true and complete list, including amounts and dates payable, of all outstanding applications submitted to any Person by CHIP or any of its Affiliates requesting Funding Commitments in excess of $5,000. Neither CHIP nor any of its Affiliates has received notice from any Person listed in Schedule 4.22 that such Person has refused or will refuse to provide all or part of the Funding Commitments requested. Neither CHIP nor any of its Affiliates is aware of any reason why a Person would or could refuse to provide the Funding Commitments requested.

(c) Schedule 4.22 of CHIP's Disclosure Schedule sets forth a true and complete list, including amounts and dates payable, of all Persons to which CHIP intends to submit an application requesting Funding Commitments in excess of $5,000 within the next twelve (12) months. To CHIP's Knowledge, CHIP or its Affiliates (as applicable)is eligible to submit an application requesting Funding Commitments to the Persons listed in Schedule 4.22 of CHIP's Disclosure Schedule and neither CHIP nor any CHIP Affiliate has been informed that such Persons are unwilling or unable to grant funds or assets to CHIP or any of its Affiliates. Neither CHIP nor any of its Affiliates is aware of any reason why a Person could be unwilling or unable to grant Funding Commitments to CHIP or any of its Affiliates.

Section 4.23 Insurance.

(a) Schedule 4.23 of the CHIP Disclosure Schedule contains a complete and correct list and summary description of all insurance policies or binders of insurance maintained by CHIP or its Affiliates for the benefit of or in connection with CHIP's or its Affiliates' assets or activities. CHIP has delivered to RSA complete and correct copies of all such policies together with all riders and amendments thereto. Schedule 4.23 of the CHIP Disclosure Schedule sets out all material claims made under any insurance policy during the past five (5) year period (i) by CHIP with respect to CHIP's assets or activities, or (ii) by any of CHIP's Affiliates with respect to their assets or activities. Except as set forth on Schedule 4.23 of the CHIP Disclosure Schedule, CHIP is not aware of any incurrence or incident that could reasonably be expected to give rise to a claim for insurance by CHIP or any of its Affiliates under any "claims made" insurance policy that has not been reported to the primary carrier (and, if applicable, excess carrier) issuing any such policy.

(b) (i) CHIP and its Affiliates each maintains, and has maintained without interruption, the policies of insurance set forth on Schedule 4.23 of the CHIP Disclosure Schedule, which have been issued by responsible insurers, and the coverage provided under such insurance policies is reasonable in scope and amount in light of the risks attendant to its operation and activities. Neither CHIP nor any of its Affiliates has received notice of termination or cancellation of any such policy, listed in Section 4.23 of the CHIP Disclosure Schedule, (iii) CHIP and its Affiliates are each named an insured under their respective policies, (iv) all premiums required to be paid with respect thereto covering all periods up to and including the Closing Date have been paid and (v) there has been no lapse in coverage under such policies during any period for which CHIP has conducted the CHIP's activities, or for which any of CHIP's Affiliates has conducted activities (as applicable). All such policies are in full force and effect and such coverage will be continued in full force and effect to and including the Closing Date. CHIP and its Affiliates have each complied in all material respects with the terms and provisions of such policies, and is not in default, whether as to payment of premium or otherwise, under the terms of any such policy. No insurer has put CHIP or any of its Affiliates on notice that coverage may be denied with respect to any claim submitted to such insurer by CHIP or any of its Affiliates.

Section 4.24 Related Party Transactions.

No director, officer or employee of CHIP or any of CHIP's Affiliates (nor, any Family Member of any such director, officer or employee):

(a) owns, directly or indirectly, any material interest in, or is an officer, director, employee or consultant of, any Person which (i) is, or is engaged in business as, a competitor, lessor, lessee, supplier, distributor, sales agent or customer of, or lender to or borrower from, CHIP or any of its Affiliates; or (ii) otherwise has a relationship with CHIP or any of its Affiliates;

(b) owns, directly or indirectly, in whole or in part, any material tangible or intangible property that is used in the conduct of the CHIP's or any of its Affiliates' activities'; or

(c) receives any material payment or other benefit from CHIP or any of its Affiliates, is, directly or indirectly, party to any Contract that is material to the activities of CHIP or any of its Affiliates, has any material cause of action or other claim whatsoever against, or owes, or has loaned or advanced any material amount to, CHIP or any of its Affiliates, except for (i) compensation paid in the ordinary course of business in respect of the duties performed by such person, (ii) claims arising in the ordinary course of business on an arm's length basis such as for accrued vacation pay, accrued benefits under employee benefit plans, and (iii) similar matters and agreements (each of (a), (b) and (c), a "Related Party Transaction").

Section 4.25 Non-Affiliated Entities

(a) 'The following entities are not Affiliates of CHIP, and neither CHIP nor any of its Affiliates have Contracts with the following entities. Neither CHIP nor any of its Affiliates has continuing obligations to make payments to, or on behalf of these entities, or to another Person on behalf of these entities.

a. National Association of Home Builders;
b. National Apartment Association;
c. New York State Builders Association; and
d. Registered Apartment Manager.

"Affiliate" of any Person means another Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person.

Section 4.26 Books and Records; Corporate Formalities.

(a) The minute books of CHIP and each of its Affiliates have all been made available to RSA, and CHIP's minute books are complete and correct and have been maintained in accordance with sound corporate practices and corporate formalities. The minute books of CHIP contain accurate and complete records of all meetings and actions taken by written consent of CHIP's Board, members and any committees thereof, and no meeting or action taken by written consent of CHIP's Board, members or any committee thereof has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, such books and records will be on site at CHIP and each of its Affiliates (as applicable) and thus in the possession of RSA.

(b) CHIP has observed, and continues to observe, corporate formalities necessary to remain a legal entity separate and distinct from each of its Affiliates, and has maintained its bank and depository accounts, and its books, records, assets, liabilities and funds separate and distinct from each of its Affiliates.

Section 4.27 Completeness of Disclosure.

No representation or warranty by CHIP in this Agreement when taken together as a whole with all written certificates, schedules, exhibits, documents or instruments furnished to RSA by CHIP in connection with the process leading to negotiation and execution of this Agreement or the performance under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading in light of the circumstances in which it was made. CHIP does not have Knowledge of any fact that has specific application to CHIP or any of its Affiliates that may have a Material Adverse Effect on the assets, business, financial condition or results of operations of CHIP or any CHIP Affiliate that has not been set forth in this Agreement or the CHIP Disclosure Schedule.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF RSA

Except as set forth in the Disclosure Schedule delivered by RSA to CHIP (the "RSA Disclosure Schedule"), RSA hereby represents and warrants to CHIP as of the date hereof and as of the Closing Date as follows:

Section 5.1 Organization; No Interest in Other Entities.

(a) RSA is a not-for-profit trade association duly organized, validly existing and duly qualified or licensed and in good standing under the Laws of the state of its incorporation and has the corporate power and authority to own, lease, and operate its properties and assets and to carry on its activities as they are now being conducted or presently proposed to be conducted. RSA is duly qualified or licensed to do business in each jurisdiction in which the character or location of the properties owned, leased or operated by RSA or the nature of activities conducted by RSA makes such qualification or license necessary. RSA has made available to the other party hereto, prior to the execution of this Agreement, complete and correct copies of its Organizational Documents, each as amended to date. RSA is not in default under or in violation of any provision of its Organizational Documents.

(b) No shares of any entity or any ownership, investment, voting or other interest, whether equitable, of record, beneficial or otherwise, is held by RSA in any Person, and no such equity or other interests are included in RSA's assets. No Affiliate of RSA has any right, title or interest in or to any of RSA's assets or any asset which is necessary for the conduct of RSA's activities as it is presently being conducted.

Section 5.2 Membership.

RSA's membership consists of the following two classes of membership:

(a) Seven thousand six hundred sixty-five (7,665) regular members, who have the right to vote on matters submitted to the RSA membership and are subject to any membership rules and regulations as may be adopted, from time to time, by the RSA members and RSA's Board. Such membership is open to any owner or manager of residential real estate, whether or not such real estate is subject to rent regulatory laws of the State of New York or the City of New York, who subscribes to the purposes of RSA set forth its by-laws;

(b) Fifty-six (56) associate members, who are not entitled to vote. Such membership is open to any entity which renders professional or other services to the real estate industry. Such members are permitted to attend those meetings and conventions open to them as designated by the RSA Board, subject to such charges as may be imposed by and subject to the rules and regulations adopted by the Board. Associate members have the right to participate in any sponsored insurance or other program designated by the Board of Directors.

Section 5.3 Execution and Enforceability.

(a) RSA has the requisite corporate power and authority to execute and deliver, and to perform its obligations under, this Agreement, and to consummate the transactions contemplated hereby. The execution, delivery and performance by RSA of this Agreement and the consummation by RSA of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of RSA.

(b) This Agreement has been duly executed and delivered by RSA and assuming the due authorization, execution and delivery of the Agreement by CHIP, the Agreement will be a valid and binding obligation of RSA, enforceable against RSA in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

Section 5.4 Governmental Authorization.

The execution, delivery and performance by RSA of this Agreement and the consummation by RSA of the transactions contemplated hereby, do not require RSA to obtain any consent, approval or other Permit, or order of, or make any filing with, or give any notice to, any Governmental Authority except where failure to obtain any such consent, approval, order, or to make such filing or notification, will not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.5 Non-Contravention.

The execution, delivery and performance by RSA of this Agreement and the consummation by RSA of the transactions contemplated hereby, will not directly or indirectly (with or without notice or lapse of time):

(a) violate or conflict with or result in a breach of any provision of the Organizational Documents of RSA;

(b) violate, conflict with, result in the breach of or default under, result in any modification of the effect of, provide the other contracting party the right to terminate or materially amend, or require the other contracting party to consent to the assignment or continuation of, any Contract to which RSA is a party or to which RSA is bound or subject;

(c) violate, give any Governmental Authority or other Person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under, any Law applicable to or binding upon RSA or its material assets;

(d) violate any agreement with, or condition imposed upon RSA, by any Governmental Authority; or

(e) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment or a revocation of, any approval or other Permit utilized in connection with RSA's activities;

except in the case of clauses (b), (c), (d) and (e) above, for violations, conflicts, breaches, impairments, modifications, terminations, revocations or defaults which, or consents or waivers the absence of which, will not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.6 Litigation.

There is no suit, claim, action, proceeding, hearing, inquiry or investigation (whether at law or equity) pending or, to the Knowledge of RSA, threatened (and RSA has no Knowledge of any circumstances that may give rise thereto) against RSA that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby. To the Knowledge of RSA, there is no basis for any such suit, claim, action, proceeding, arbitration, hearing, inquiry or investigation.

Section 5.7 Financial Statements.

(a) Schedule 5.7 of the RSA Disclosure Schedule contains a true and correct copy of each of the (i) unaudited balance sheet as of June 30, 2023, and (ii) the audited statements of financial position as of December 31, 2022, December 31, 2021 and December 31, 2022 (the "RSA Audited Balance Sheets") and the related audited statements of activities, functional expenses and cash flows of RSA for each of the years then ended, and the related notes to the financial statements (the foregoing statements in (i) and (ii) collectively referred to herein as the "RSA Financial Statements").

(b) RSA represents and warrants to CHIP that each of the RSA Financial Statements (i) has been prepared from the books and records of RSA, which contain all properly recorded transactions relating to RSA's activities and (ii) has been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, and (iii) fairly presents in all material respects the financial position and the results of operations and cash flows of RSA at and as of the dates or for the periods indicated.

(c) The books and records of account and other financial records of RSA are true and correct and represent actual, bona fide transactions and have been maintained in accordance with sound business practice, including the maintenance of a system of adequate controls. There are no off-balance sheet transactions, arrangements, obligations or relationships attributable to RSA's activities or to which RSA or any of RSA's assets is a party or bound.

Section 5.8 No Undisclosed Liabilities.

RSA has no liabilities or obligations of any nature (including, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise and whether due or to become due) arising out of or relating to RSA's activities except liabilities or obligations as and to the extent accrued or reserved against as set forth in the RSA Financial Statements.

ARTICLE VI

COVENANTS

Section 6.1 Employee Matters.

Prior to the Closing, RSA shall offer, or cause to be offered, employment, effective as of the Effective Time, to the Designated Employees. "Designated Employees" refers to employees of CHIP to whom RSA intends to make offers of employment. Such offer of employment shall be on terms and conditions determined by RSA and shall be effective immediately following the Effective Time. Designated Employees who accept such offer of employment and commence employment with RSA as of the Effective Time are referred to herein as the "Transferred Employees."

Section 6.2 Resignations.

Each party shall deliver to other written resignations, effective as of the Effective Time, of the officers and directors of such party set forth on Exhibit 6.2 hereof at least five (5) Business Days prior to the Closing.

Section 6.3 Conduct of CHIP's and its Affiliates' Operations.

During the period commencing on the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, and except as contemplated by this Agreement, CHIP shall, and shall cause each of its Affiliates to, (A) operate its activities only in the ordinary course of business and use reasonable best efforts to preserve intact the goodwill of its activities, to keep available the services of its present officers and key employees, and to preserve the goodwill and business relationships with members, donors, suppliers, third parties, Affiliates, directors, employees and others having business relationships with it or utilizing its services , (B) maintain its books, records and accounts in accordance with Section 4.7 (Financial Statements) and Section 4.26 (Books and Records) hereof, and in accordance with its current basis of accounting consistently applied, and (C) make normal maintenance and capital expenditures in the ordinary course of business, and (D) maintain Leased Real Property (if any), including any improvements, in substantially the same condition as it exists as of the date of this Agreement, ordinary wear and tear excepted, and shall not remove any of the existing improvements, or erect new improvements on the Leased Real Property or any portion thereof, without the prior written consent of RSA.

Without limiting the generality of the foregoing, from the date hereof until the earlier of the Closing or the termination of this Agreement, and except as (i) otherwise expressly contemplated hereby, (ii) set forth in Schedule 6.3 of the CHIP Disclosure Schedule, or (iii) consented to by RSA, in writing, CHIP shall, and shall cause each of its Affiliates to each conduct its operations, in the ordinary course of business, and, subject to the foregoing, CHIP will not, and will cause its Affiliates not to, directly or indirectly, do, or propose to do, any of the following:

(a) Amendments to Org Documents. Amend or otherwise change its Organizational Documents;

(b) Extraordinary Transactions. Become an Affiliate of any entity, or acquire (by merger, consolidation or acquisition of interests or stock) any corporation, partnership or other organization or division thereof or collection of assets constituting all or substantially all of a business or a business unit, or otherwise enter into any extraordinary transaction with any Person;

(c) Restructurings. Other than in connection with this Agreement, restructure, reorganize or completely or partially liquidate, dissolve, or commence bankruptcy or similar proceedings, or, in each case, adopt a plan relating to such action or take steps which are likely to result in the involuntary commencement of such action, or otherwise enter into any agreement or arrangement imposing material changes or restrictions on the operation of its assets;

(d) Transfer of Assets. Sell, transfer, lease, sublease, license, relinquish, surrender, encumber or otherwise dispose of any of its assets, except for the sale, transfer, lease, sublease, license or other disposition of obsolete equipment in the ordinary course of business;

(e) Enter into Material Contracts. Enter into or assume any material Contract relating to its activities (including, but not limited to leases, management services, shared services, or similar agreements or arrangements), or enter into or permit any material amendment, supplement, waiver, termination or other modification in respect thereof;

(f) Enter into Related Party Transactions. Engage in any Related Party Transaction;

(g) Incur Debt or Make Loans. (A) Other than ordinary course trade debt, (i) incur any indebtedness for borrowed money, (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, or (iii) mortgage or pledge any of its assets or create any Lien upon any of its assets, except for Permitted Liens; or (B) make any loans, advances or capital contributions to, or investments in, any other Person, other than travel advances to employees in the ordinary course of business consistent with past practice;

(h) Grant Real Property. Grant any interest in any Real Property to any Person.

(i) Make Certain Expenditures. Authorize any single capital expenditure which is in excess of $5,000;

(j) Hire or Terminate Employees. Hire or terminate employees except in the case of firing an employee for cause;

(k) Change Compensation. Increase the compensation payable or to become payable to its directors, consultants, officers, employees, or independent contractors (or those of its Affiliates), or grant any severance or termination pay to, or enter into any employment or severance agreement with any such Person, or establish, adopt, enter into or amend any bonus, profit sharing, thrift, compensation, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee of CHIP or any of its Affiliates;

(l) Change Benefit Plans or Employee Agreements. Terminate, establish or amend any Benefit Plan, including without limitation, any Employee Agreement.

(m) Establish CBA. Establish, adopt, enter into, or amend any collective bargaining agreement or arrangement;

(n) Change Accounting Policies. Take any action, other than actions in the ordinary course of business, with respect to accounting policies or procedures;

(o) Settle Tax Liabilities. Settle or compromise any material federal, state, local or foreign income Tax liability, or execute or file with the IRS or any other Taxing Authority any agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes;

(p) Settle Claims. Pay, discharge, satisfy, settle, compromise, waive, release or assign any suit, claim, liability or obligation (including, without limitation, any insurance claim), other than the payment, discharge or satisfaction, of liabilities in the ordinary course of business;

(q) Make Public Announcements. Issue any public communications concerning the Agreement or the transactions contemplated hereby;

(r) Reduce Insurance Coverage. Reduce or eliminate insurance coverage as in effect on the date hereof; provided that CHIP and its Affiliates shall maintain in full force and effect such insurance coverage in an amount not less than in effect on the date hereof, and shall immediately notify RSA in the event any insurance coverage is reduced or eliminated;

(s) (i) Take Prohibited Actions. Take any action that will result in any of the representations and warranties of CHIP set forth in this Agreement becoming untrue or inaccurate in any material respect or in any of the conditions to the parties' respective obligations set forth in Section 3.1 (Conditions to Each Party's Obligations) and Section 3.2 (Conditions to Obligations of RSA) not being satisfied; (ii) omit to take any action necessary to prevent any such representation or warranty from being inaccurate in any material respect, or omit to take any action necessary to prevent any such conditions from being satisfied; and

(t) take any action or omit to take any action that will reasonably be expected to result in the occurrence of any of the foregoing actions set forth in the subsections of this Section.

Section 6.4 Access to Information; Confidentiality.

(a) Prior to Closing, each party will afford the other party and its authorized representatives reasonable access at all reasonable times to its and its Affiliates' officers, employees, agents, third party professionals, properties, offices and all other facilities, books and records, whether in the possession of such party or otherwise, as the other party may reasonably request, subject to applicable Law. Additionally, each party will permit the other party and the other party's authorized representatives to make such inspections of such party and its Affiliates, and such party's and its Affiliates' operations, at all reasonable times as the other party may reasonably require and will cause such party's and its Affiliates' officers, employees, agents and third party professionals to furnish the other party with such financial and operating data and other information with respect to the operations and properties of such party and its Affiliates as the other party may from time to time reasonably request. CHIP shall keep RSA generally informed regarding CHIP's and its Affiliates' activities.

(b) Information disclosed to either party pursuant to this Agreement (including in either party's Disclosure Schedule) shall be subject to the terms and conditions of the Confidentiality Agreement, dated as of April 12, 2023, by and between RSA and CHIP (the "Confidentiality Agreement") and each party shall, and shall cause its representatives and its Affiliates to, hold such information in accordance therewith. The Confidentiality Agreement shall survive the Closing or the termination of this Agreement in accordance with the terms and conditions of this Agreement, and shall continue in full force and effect thereafter in accordance with its terms.

Section 6.5 Public Announcements.

On or promptly after the signing of this Agreement, the parties shall jointly issue a public announcement of the execution of this Agreement in a form to be mutually agreed to by the parties (such agreement not to be unreasonably withheld, conditioned or delayed). Neither party shall issue, and neither party shall cause its Affiliates to issue, any subsequent press releases or make any other disclosures regarding this Agreement or the parties' obligations hereunder without the other party's prior written consent or except as reasonably required to comply with applicable law.

Section 6.6 Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, each of RSA and CHIP shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done and cooperate with each other in order to do, all things necessary, proper or advisable to consummate the transactions contemplated hereby as promptly as practicable including, but not limited to (i) the preparation and filing of all forms, registrations and notices required to be filed to consummate such transactions and (ii) the taking of such actions as are reasonably necessary to obtain any approvals and other Permits, authorizations, consents, orders, qualifications, exemptions or waivers of any Governmental Authority or other Person in connection with the transactions contemplated hereby. Each party will promptly and regularly advise the other concerning the status of its efforts to obtain any such requirements, including, without limitation, any difficulties or delays it experiences in meeting such requirements, and any material conditions proposed, considered, or requested in connection with any such requirements.

(b) RSA and CHIP shall each promptly consult with the other with respect to, and provide any necessary information with respect to, any filings to be made by such party with any Governmental Authority. Each party agrees to provide to the other party, prior to filing, drafts and copies of such filings or any other any information to be supplied by the filing party to a Governmental Authority in connection with this Agreement and the transactions contemplated hereby, shall allow the non-filing party and its counsel reasonable time to comment, and, if requested, shall accept all reasonable additions, deletions or changes suggested by the non-filing party or its counsel in connection therewith. If any party hereto or Affiliate thereof receives a request for additional information or documentary material from any such Governmental Authority with respect to the transactions contemplated hereby, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request. To the extent that transfers, amendments or modifications of Permits are required as a result of the execution of this Agreement or consummation of any of the transactions contemplated hereby, each party shall use its reasonable best efforts to effect such transfers, amendments or modifications.

(c) Without limiting the foregoing, each party shall use its reasonable best efforts to obtain (i) the Requisite Member Approval; (ii) Antitrust Approval and any other approvals required in connection with any Permits used in connection with CHIP's or any of its Affiliates' activities or the ownership or operation of CHIP's or its Affiliates' assets in the ordinary course of business, and (iii) if applicable, the unconditional consent to the transactions contemplated hereby of each other party to each Material Contract and each lessor under any Leased Real Property. All such consents shall be in writing, in a form reasonably acceptable to each party, and executed counterparts thereof shall be delivered to each party.

Section 6.7 Further Assurances.

Each party shall cooperate with the other party, and execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to make all filings with and to obtain all consents, approvals or authorizations of any Governmental Authority or any other Person under any Permit, agreement or other instrument, and take all such other actions as such party may reasonably be requested to take by the other party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby.

Section 6.8 Notification of Certain Matters.

Each party shall, and shall cause its Affiliates to promptly notify the other in writing of:

(a) receipt of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) receipt of any notice or other communication from any Governmental Authority in connection with this Agreement or the transactions contemplated by this Agreement;

(c) receipt of notice that any actions, suits, claims, investigations or proceedings have been commenced or, to the Knowledge of such party, threatened against, or involving a party or any of its Affiliates, which relate to the consummation of the transactions contemplated by this Agreement or which could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or that, if pending on the date of this Agreement, would otherwise have been required to have been disclosed pursuant to Section 4.6 (Compliance with Law; Permits), or Section 4.13 (Litigation) or Section 5.6 (Litigation); and

(d) upon learning of the occurrence, or non-occurrence, of any event(s) the occurrence, or non-occurrence, of which could reasonably be expected, individually or in the aggregate (i) to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect if made as of any time at or prior to the Closing Date; and (ii) to result in any material failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied hereunder; provided; however, that the delivery of any notice pursuant to this Section (i) shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice, and (ii) shall have no effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein.

Section 6.9 Tail Policies

Prior to the Effective Time, CHIP shall obtain and fully pay for "tail" insurance policies extending the term to submit claims under its insurance policies covering directors' and officers' liability, employment practices liability, and employed lawyers' liability, and in each case, with the claim periods set forth on Exhibit 6.9 hereto. Such tail insurance policies shall have, when compared to CHIP's existing policies, at least the same coverage and amount, and contain terms and conditions that are not less advantageous to, as applicable, CHIP, its Affiliates, and their respective directors and officers, with respect to claims arising out of or relating to acts, errors, or omissions which occurred prior to the Closing (including in connection with the transactions contemplated by this Agreement) (the "Tail Policies").

Section 6.10 Ratification of CHIP Executive Committee Actions.

Prior to Closing, CHIP's Board shall ratify all prior actions of its executive committee.

ARTICLE VII

TERMINATION

Section 7.1 Termination.

At any time between the date of this Agreement and the Closing, this Agreement may be terminated and the transactions contemplated hereby may be abandoned:

(a) by RSA:

(i) if any event occurs or condition exists that would render impossible the satisfaction by January 31, 2025 or such later date as may be mutually agreed to by the parties in writing (the "Outside Date") of any condition to the obligations of RSA set forth in Section 3.1 (Conditions to Each Party's Obligations) or Section 3.2 (Conditions to Obligations of RSA); provided, however, that the right to terminate this Agreement under this subsection shall not be available to RSA if it has materially breached its representations, warranties or covenants under this Agreement, and such breach is or has been principal cause of such conditions not being satisfied;

(ii) if there shall have been a breach of any representation, warranty, covenant, or agreement on the part of CHIP set forth in this Agreement such that the conditions set forth in Section 3.2(a) (Bring-Down of CHIP Representations) or Section 3.2(b) (Performance of CHIP Covenants), as applicable, would not be satisfied and, such breach is incapable of being cured, or, if capable of being cured, shall not have been cured within ten (10) days after written notice thereof is given by RSA; provided further, RSA shall not have the right to terminate this Agreement pursuant to this subsection if RSA is then in breach of any representation, warranty, covenant, or obligation hereunder that would cause any condition set forth in Section 3.3(a) (Bring-Down of RSA Representations) or Section 3.3(b) (Performance of RSA Covenants) not to be satisfied;

(b) by CHIP:

(i) if any event occurs or condition exists that would render impossible the satisfaction by the Outside Date of any condition to the obligations of CHIP set forth in Section 3.1 (Conditions to Each Party's

Obligations) or Section 3.3 (Conditions to Obligations of CHIP); provided, however, that the right to terminate this Agreement under this subsection shall not be available to CHIP if it has materially breached its representations, warranties or covenants under this Agreement and such breach is or has been the principal cause of such conditions not being satisfied; or

(ii) if there shall have been a breach of any representation, warranty, covenant, or agreement on the part of RSA set forth in this Agreement such that the conditions set forth in Section 3.3(a) (Bring-Down of RSA Representations) or Section 3.3(b) (Performance of RSA Covenants), as applicable, would not be satisfied and, such breach is incapable of being cured, or, if capable of being cured, shall not have been cured within ten (10) days after written notice thereof is given by CHIP; provided further, CHIP shall not have the right to terminate this Agreement pursuant to this subsection if CHIP is then in breach of any representation, warranty, covenant, or obligation hereunder that would cause any condition set forth in Section 3.2(a) (Bring-Down of CHIP Representations) or Section 3.2(b) (Performance of CHIP Covenants) not to be satisfied;

(c) by mutual written consent of the parties;

(d) by either party:

(i) upon written notice given to the other party, if the Closing shall not have occurred on or before the Outside Date; provided, however, that (x) if, as of the Outside Date, the condition to Closing set forth in Section 3.1(a)(Government Approvals) shall not have been fulfilled but all other conditions to Closing either have been fulfilled or are then capable of being fulfilled, then either RSA or CHIP may elect (by delivery of written notice to the other party at or prior to 11:59 p.m. Eastern time, on the Outside Date) to extend the Outside Date to June 30, 2023 and provided further that (y) the right to terminate this Agreement under this subsection shall not be available to a party if it has materially breached its representations, warranties or covenants under this Agreement, and such breach is or has been the principal cause of the Closing not having occurred on or before the Outside Date;

(ii) if any Governmental Authority or any other Person shall have denied, withdrawn or otherwise refuses to provide a Required Consent that must be issued in order to consummate the transactions contemplated hereby; provided, however, that the right to terminate this Agreement under this subsection shall not be available to a party if it has materially breached its representations, warranties or covenants under this Agreement, and such breach is or has been the principal cause of such condition not being satisfied;

(iii) if any court or other Governmental Authority, in each case, having competent jurisdiction, shall have issued a law, order, decree, ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable; or

(iv) if either party shall have filed a voluntary petition under the U.S. Bankruptcy Code or becomes the subject of an involuntary petition in a case under the U.S. Bankruptcy Code, or otherwise seeks protection from its creditors, becomes voluntarily or involuntarily the subject of any insolvency, liquidation, arrangement, receivership or similar case or proceeding under any Law.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Survival.

No representations, warranties or covenants (other than covenants which contemplate performance following the Closing) contained in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing.

Section 8.2 Amendment; Waiver; Remedies.

Any provision of this Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 8.3 Notices.

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) upon sending if sent by e-mail (with such communication to be in PDF format), with electronic confirmation of sending; provided; however, that if sent by any such method in this subsection (b), a copy is sent on the same day by registered mail, return receipt requested, in each case to the appropriate mailing addresses set forth below (or to such other mailing addresses as a party may designate by notice to the other parties in accordance with this provision), (c) one (1) day after being sent by nationally recognized overnight carrier to the addresses set forth below (or to such other mailing addresses as a party may designate by notice to the other parties in accordance with this provision) or (d) when actually delivered if sent by any other method that results in delivery (with written confirmation of receipt):

If to RSA:

Rent Stabilization Association of N.Y.C., Inc.
123 William St #12
New York, NY 10038
Attention: Aaron Surilnick, Chair
Tel: (212) 214-9200
Fax: 212-732-0617
Email: asirulnick@ditmasmgmt.com

with a copy to:

Perlman & Perlman, LLP
521 Fifth Avenue, 30th Floor
New York, NY 10175
Attention: Seth Perlman and Vivienne LaBorde
Tel: (212) 889-0575
Fax: (212) 743-8120
Email: Seth@perlmanandperlman.com;
Vivienne@perlmanandperlman.com

If to CHIP:

Community Housing Improvement Program
P.O. Box 1040, New York, NY 10272
Attention: Zachary Kerr
Tel: (212) 838-7442
Fax: (212) 838-7456
Email: z@mrmgt.com

with a copy to:

Dorf Nelson & Zauderer LLP
475 Fifth Avenue
New York, NY 10017
Attention: Daniel R. Alcott, Esq.
Tel: (914) 381-7600 Ext. 102
Fax: (914) 381-7608
Email: dalcott@dorflaw.com

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 8.4 Entire Agreement.

This Agreement, the exhibits hereto, the Amended Organizational Documents, the CHIP Disclosure Schedule, the RSA Disclosure Schedule, the Confidentiality Agreement and other documents, agreements, certificates and instruments delivered pursuant to this Agreement, constitute the entire agreement of the parties hereto, and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 8.5 Construction; Interpretations.

(a) For the purposes hereof, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires, (ii) the words "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Disclosure Schedules and the Exhibits hereto) and not to any particular provision of this Agreement; and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, and exhibits and schedules of this Agreement unless otherwise specified; and (iii) the words "including" and words of similar import when used in this Agreement shall mean "including, without limitation" unless otherwise specified.

(b) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(c) Any reference to any federal, state, local or non-U.S. statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns and, in the case of an individual, to his or her heirs and estate, as applicable.

Section 8.6 No Third-Party Beneficiaries; Successors; Assigns; Assignment.

Nothing in this Agreement express or implied, is intended or shall be construed to create any third-party beneficiaries. This Agreement shall be binding upon and inure solely for the benefit of the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred, assigned or delegated by any of the parties hereto, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any attempt to make any such transfer, assignment or delegation without such consent shall be null and void, except that RSA may transfer, assign or delegate its rights, interests or obligations, in whole or in part, to one or more Affiliates of RSA but no such assignment shall relieve RSA of its obligations hereunder.

Section 8.7 Fees and Expenses.

Except as otherwise expressly provided in this Agreement, regardless of whether or not the transactions contemplated by this Agreement are consummated, each party shall bear its own fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby.

Section 8.8 Governing Law.

This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof (except Section 5-1401 of the New York General Obligation Law).

Section 8.9 Paragraph Headings.

The headings of articles and sections hereof, and of attachments hereto, were inserted solely for convenience of reference and shall not affect the interpretation hereof.

Section 8.10 Severability.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as will be enforceable.

Section 8.11 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of RSA and CHIP as of the date first above written.

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

By:____________________________________
Name: AARON SIROWICK
Title: CHAIRMAN

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

By:____________________________________
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of RSA and CHIP as of the date first above written.

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

By:____
Name:
Title:

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

By:____
Name: Zachary Kerr
Title: President

Exhibit A

Form of Surviving Corporation Amended and Restated By-Laws

(referenced in Section 2.4 of Merger Agreement)

(form to be attached to Merger Agreement)

Exhibit B

Initial Board of Directors of Surviving Corporation

Directors from RSA to become directors of Surviving Corporation at the Effective Time:

1. Christopher Athineos
2. Jessica Baran
3. Michele Bengelsdorf
4. Helen Daniels
5. Mark Engel
6. Alexander Goldstein
7. Brett Greenberg
8. Gary Jacob
9. Lennard Katz
10. Michael Kerr
11. Michael Laub
12. Jeffrey Manocherian
13. Roger Melzer
14. Howard Milstein
15. Mickey Napolitano
16. Robert Nelson
17. Adam Parkoff
18. Oscar Perez
19. Francine Schiff
20. William Schur
21. Jimmy Silber
22. Aaron Sirulnick
23. Alan Wasserman
24. Joanna Wong
25. Joseph Zitolo
26. Laurie Zucker

Directors from CHIP to become directors of Surviving Corporation at the Effective Time:

1. Alstair Economakis, Granite International Management
2. Andrew Hoffman, Hoffman Management
3. Anita Gupta, Chatam Management
4. Barry Fishman, Fishman Real Estate
5. Barry Rudofsky, Bronstein Properties LLC
6. Bruce Kafenbaum, BIK Equities

7. Daniel Benedict, Benedict Realty Group
8. Darin Goldstein, SDG Management
9. David Diamond, Diamond Property Group
10. David Parks, GPG Management
11. Jason Glick, GPG Management
12. Jeff Farkas, Farkas Management
13. Jeff Katz, Milbrook Properties
14. Jeff Pikus, Bluestar Properties
15. John Ilibassi, Viking Management
16. Jonathan Ohebshalom, Sky Management
17. Ardon Wiener, Chestnut Holdings of New York Inc.
18. Jordan Platt, Kaled Management Corp
19. Lewis Barbanel, Barberry Rose Management Company, Inc.
20. Mario Gaztambide, Lefrak
21. Matthew Engel, Langsam Property Services Corp
22. Matthew Schmelzer, Tryax Realty Management
23. Michael Rothschild, AJ Clarke Real estate Corp
24. Nathan Fishman, Fishman Real Estate
25. Nicholas Petras, Stone Properties Group NY
26. Paul Brensilber, Jordan Cooper & Associates
27. Richard Rubel, Cedar Management Corp
28. Rocio Sanz, Sanz Property Management
29. Scott Donner, Real Deal Decoration
30. Stephen Wallach, Leemar Management Corp
31. Zachary Kerr, M&R Management Co

Executive Committee Members of the Surviving Corporation at the Effective Time:

The following CHIP designees will serve on the initial Executive Committee of the Surviving Corporation:

1. Daniel Benedict
2. David Diamond
3. Matthew Engel
4. Jeff Farkas
5. Nathan Fishman
6. MacKenzie Forsberg
7. Mario Gaztambide
8. Darin Goldstein
9. Anita Gupta
10. Andrew Hoffman
11. Zachary Kerr

12. Nicholas Petras
13. Barry Rudofsky
14. Matthew Schmelzer
15. Ardon Weiner

The following RSA designees will serve on the initial Executive Committee of the Surviving Corporation:

1. Chris Athineos
2. Gary Jacob
3. Lenny Katz
4. Michael Laub
5. Jeffrey Manocherian
6. Roger Melzer
7. Mickey Napolitano
8. Robert Nelson
9. Adam Parkoff
10. Francine Schiff
11. Aaron Sirulnick
12. Alan Wasserman
13. Joanna Wong
14. Joe Zitolo

Exhibit 3.2(e)

Required Consents/Notices

(referenced in Schedule 3.2(e) of Merger Agreement)

Approval of New York State Attorney General Antitrust Bureau

Exhibit 6.2

Resignations to be delivered before Closing

(referenced in Section 6.2 of Merger Agreement)

The following directors from CHIP's Board:

1. Adam Vickers
2. Elaine Sollar Eisen
3. Herbert Donner
4. James Eisenberg
5. John Sheehan
6. Jonathan Weiner
7. Larry Gluck
8. Robert Rosenberg
9. Ross Epstein
10. Ruben Pikus

Exhibit 6.9

Requirements for CHIP Tail Policies

(referenced in Section 6.9 of Merger Agreement)
Robert Sterling has recommended CHIP purchase the following tail policies before Closing.

1. **CHUBB D&O and Employment Practices Policy (Effective date January 2, 2023)**.

The CHUBB D&O Policy discovery period should be extended by 6 years. There is an auto-renewal provision for 3 years at 150% of the annual premium per year. Sterling suggested CHIP speak with its Insurance Broker and Underwriter to negotiate an additional 3 years of tail coverage.

The CHUBB Employment Practices Policy discovery period should be extended for at least a 1 year term at 100% of the premium and preferably 3 years which would need to be negotiated.

2. **Traveler's D&O and Employment Practices Policy – Excess (January 22nd , 2023 to January 22nd, 2024)**

The Traveler's D&O discovery period should be extended for 6 years. The policy provides for 200% of the premium for a 3 year extension. The broker and underwriter should be contacted to negotiate an additional 3 years for a total of 6 years on the extension to match the extension requested on the underlying CHUBB extension period.

3. **Philadelphia's Employed Lawyers Professional Liability Insurance Policy. (Policy period 10/10/23 to 10/10/24).**

Sterling recommended this policy's discovery period be extended for 3 years.

CHIP DISCLOSURE SCHEDULE

To

MERGER AGREEMENT

Between

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. (“CHIP”)

and

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. ("RSA”)

Dated as of April 25, 2024

Schedule 4.1

Organization; No Interest in Other Entities

List each Affiliates' state of incorporation and each Affiliates' board of directors.

(i) Associated Builders and Owners of Greater New York (“ABO”)
State of Incorporation: New York

(ii) National Associated Builders and Owners of Greater NY (“NABO”)
State of Incorporation: New York

(iii) Gotham Housing Coalition Inc. (“Gotham Coalition”)
State of Incorporation: Delaware

(iv) ABO Board Members

1. Zachary Kerr – President
2. Matthew Engel – Chairman
3. Nicholas Petras – Vice Chairman
4. Aaron Sirulnick – Vice Chairman
5. Andrew Hoffman – Vice Chairman
6. Barry Rudofsky – Vice Chairman
7. Paul Brensilber – Vice Chairman
8. Jeff Farkas – Vice President
9. Anita Gupta - Secretary
10. Matthew Schmelzer - Treasurer
11. David Diamond – Director
12. Barry Fishman – Director
13. Jordan Platt – Director
14. Kenneth Fishel – Director
15. Michael Kerr – Director
16. John Ilibassi – Director
17. Bruce Kafenbaum – Director
18. Jeff Katz – Director
19. David Parks – Director
20. Scott Donner – Director
21. Francine Schiff – Director
22. Daniel Benedict – Director
23. Mark Engel – Director
24. Jeff Manocherian – Director
25. Rubin Pikus – Director

(v) NABO Board Members

1. Zachary Kerr – President
2. Matthew Engel – Chairman
3. Nicholas Petras – Vice Chairman
4. Aaron Sirulnick – Vice Chairman
5. Andrew Hoffman – Vice Chairman
6. Barry Rudofsky – Vice Chairman
7. Paul Brensilber – Vice Chairman
8. Jeff Farkas – Vice President
9. Anita Gupta - Secretary
10. Matthew Schmelzer - Treasurer
11. David Diamond – Director
12. Barry Fishman – Director
13. Jordan Platt – Director
14. Kenneth Fishel – Director
15. Michael Kerr – Director
16. John Ilibassi – Director
17. Bruce Kafenbaum – Director
18. Jeff Katz – Director
19. David Parks – Director
20. Scott Donner – Director
21. Francine Schiff – Director
22. Daniel Benedict – Director
23. Mark Engel – Director
24. Jeff Manocherian – Director
25. Rubin Pikus – Director

(vi) Gotham Housing Coalition Board Members

1. Anita Gupta – President
2. Mario Gaztambide – Treasurer
3. Darin Goldstein - Director
4. Zachary Kerr -Secretary
5. Jason Martin – Director

Schedule 4.4
Governmental Authorization

1. Consents Required:

CHIP will need to obtain Antitrust Approval from the NYAG Antitrust Bureau.

2. Governmental Notices/Filings Required:

Certificate of Merger with the New York Department of State

Schedule 4.5
Non-Contravention

Section 4.5 (a) and (b)
None

Section 4.5(c), (d) and (e)
None

Schedule 4.6
Compliance with Law; Permits

CHIP is required to register as a lobbyist. Those registrations are current and are renewed annually (or bi-annually).

Schedule 4.7
Financial Statements

Attached hereto are the following:

1. December 2023 Financial Statement
    a. CHIP Profit & Loss as of December 31, 2023
    b. CHIP Balance Sheet as of December 31, 2023

   June 2023 Financial Statement:
    a. CHIP Profit & Loss (January through June 2023)
    b. CHIP Balance Sheet as of June 30, 2023
    c. ABO Profit & Loss (January through June 2023)
    d. NABO Profit & Loss (January through June 2023)
    e. Gotham Housing Coalition Profit & Loss (January through June 2023)
2. December 2022 Financial Statement:
    a. CHIP Profit & Loss (January through December 2022)
    b. ABO Profit & Loss (January through December 2022)
    c. NABO Profit & Loss (January through December 2022)
    d. Gotham Housing Coalition Profit & Loss (January through December 2022)
3. December 2021 Financial Statement:
    a. CHIP Profit & Loss (January through December 2021)
    b. ABO Profit & Loss (January through December 2021)
    c. Gotham Housing Coalition Profit & Loss (January through December 2021)
4. December 2020 Financial Statement:
    a. CHIP Profit & Loss (January through December 2020)
    b. ABO Profit & Loss (January through December 2020)
    c. NABO Profit & Loss (January through December 2020)

Schedule 4.8
No Undisclosed Liabilities

CHIP's payment obligations going forward consist of:

1. Patrick Siconolfi (Consulting) $3,051.27 (bi-weekly) [Termination 30 days' notice)
2. Empire Blue Cross Blue Shield (Health Premium) $7,157.37 (monthly)
3. CHUBB (6 year Tail) $5,208.00, pending merger)
4. Philadelphia (Employed Lawyers Tail) [$3,454.00 Pending Merger]
5. Travelers (6 year Tail) $3093.00 Pending Merger]
6. Allied Government Affairs (Lobbying) $10k/month (Termination 30 days' notice)
7. Brown & Weinraub PLLC (Lobbying) $10k/month (Term. 30 days' notice)
8. O'Donnell & Associated LLC (Lobbying) $10k/month (Term. 30 days' notice)
9. Patrick B. Jenkins (Lobbying) $12,500/month (Term. 30 days' notice)
10. The Mirram Group (Lobbying) $15k/month (Term. 30 days' notice)
11. Payroll $51,092.83 (bi-weekly) (Until Merger)
12. Green Street Studio Inc. $25k/month – for 2024

    The Mirram Group (Consulting) $15,000/month (Term. 30 days' notice)
13. 2023 Payroll 4th Qtr. Taxes: $108,812
14. 2023 401K Company Contributions: $14,419.18 (YTD)
15. IT Fees/Office Expenses:
    a. Network Doctor $293.52/month
    b. Phone – Mitel (End Date 8/31/2024) $249/mo.
       Can cancel on 45 days prior written notice
    c. Lexis Nexis Subscriptions:
        1. 2/1/23 to 1/31/24 ($50/month)
        2. 2/1/24 to 1/31/25 ($195/month)
        3. 2/1/25-1/31/26 ($205/month)
    d. Politico Pro Subscription: 9/20/23 – 9/28/25 ($3,586.23/quarterly)

e. Crains Subscription (no contract/can cancel anytime) ($16.99/month)

f. Wall Street Journal Subscription (no contract/can cancel anytime) ($38.99/month)

g. Zoom: Auto Renewal December 18, 2023 ($251.90)

h. Myemma (Office Expense) (no contract/can cancel anytime) ($202.85/month)

i. Network Solutions (Domain Web Certificate)
End Date 2/10/24 ($54.99/month)

Travel expenses:

j. Estimated 5-6 Albany trips ($1300 -$1600 per) depending on length of stay through April, 2024

k. Local travel expense (Uber/Taxi) as necessary

Printing & postage: None anticipated

Credit card fees:

l. Processing fees until merger

m. Intuit monthly fee of $20 + 0.033% per transaction

CHIP is not aware of any other liabilities that pertain to Schedule 4.8.

Schedule 4.13
Litigation

1. Amicus Briefs.

CHIP is filing an amicus brief in 160 E. 84th St. Assoc. v. DHCR at the NYS Court of Appeals.

Schedule 4.16
Employee Benefits

4.16(a) The following list consists of all of CHIP's employee benefit plans:

1. Employee Benefits

    a. Non-standardized 401(k) Qualified Retirement Plan

    b. DBL - Standard Security Life Insurance Company

    c. PFL - Standard Security Life Insurance Company

    d. Empire Blue Cross Blue Shield
        i. Medical
            1. Empire Bronze Blue Access EPO
            2. Empire Gold Blue Access
            3. Empire Silver Blue Access EPO
        ii. Dental
            1. Empire Dental PPO NY-C10 3M7W
        iii. Vision
            1. Empire Vision Blue View 4BGY

4.16(e)

None

4.16(f)

None

Schedule 4.17
Intellectual Property

4.17(a)

CHIP has two registered trademarks:

1. New York Housing Journal is a registered trademark and service mark with the U.S Patent and Trademark Office

Class	Goods/Services	Renewal Due
16	*Newsletters in the field of rent and apartment building regulations.*	March 11, 2028
36	*Providing on-line information and news in the field of rental of apartments.*	

2. CHIP is a registered service mark with the U.S Patent and Trademark Office

Reg. No.	Class	Services	Renewal Due
3,347,834	35	*Association services, namely, promoting the interests of apartment building owners.*	December 4, 2027

4.17(b)

None

Schedule 4.18
Material Contracts

(a)(i)

None.

(a)(ii)

See contracts listed under (a)(xiv)

(a)(iii)

None.

(a)(iv)

None.

(a)(v)

None.

(a)(vi)

None.

(a)(vii)

None.

(a)(viii)

(a)(ix)

None.

(a)(x)

None.

(a)(xi)

None.

(a)(xii)

None.

(a)(xiii)

None.

(a)(xiv)

1. Green Street Studio Continuation of Services Agreement
   Amount payable: $25,000 monthly
   Effective on a rolling basis, paid monthly (30 day termination provision)

2. 12/20/2018 Pat Siconolfi Consulting Agreement
   Amount Payable: $3051.27 bi-weekly
   Effective 1/1/2019 – Present

3. 6/26/2023 Brown & Weinraub Contract
   Amount Payable: $10,000 monthly
   Effective 1/1/24 – 12/21/24. Can terminate with 30 days written notice

4. 1/17/2023 Allied Government Affairs Retainer Agreement
   In full force and effect for the 2024 calendar year

5. MirRam Group, LLC Consulting Retainer
   Amount payable: $15,000 monthly
   Effective 1/15/2024 – 1/14/2025 (terminable on 30 days written notice)

6. O'Donnell & Associates Lobbying Retainer
   Amount payable: $10,000 monthly
   Effective 1/1/2024 – 7/31/2024, continues month to month unless terminated with 30 days written notice

7. 12/19/2022 Patrick B. Jenkins Lobbying Retainer
   Amount payable: 12,500 monthly
   Effective 1/1/2024 – 6/30/2024 (Can terminate with 30 days written notice)

8. Mirram Group Lobbying Retainer
   a. $15,000/month, effective 1/15/24 – 12/31/24
   b. Terminabe on 30 days written notice.

(a)(xv)

CHIP has no real property leases.

(a)(xvi)

(a)(xvii) CHIP Tennis and Golf Outing Contract Attached

(a)(xviii)

None.

Schedule 4.19
Leased Real Property

(a), (b), and (c)

CHIP has no Leased Real Property.

Schedule 4.22
Funding Commitments

4.22(a)
None

4.22(b)
None

4.22(c)
None. Membership dues are normally received in the first quarter of the calendar year.

Schedule 4.23
Insurance

CHUBB D&O and Employment Practices Policy
Policy Expiration 1/22/24
Renewal Premium - $3472.00 Paid 1/11/24
Cancellation – Upon CHIP request, NFP to submit cancellation request/policy release form (Accord-35) to carrier. Tail coverage to commence at this time.

Traveler's D&O and Employment Practices Policy (Excess)
Policy Expiration 1/22/24
Renewal Premium - $2062.00 Paid 2/9/24
Cancellation – Upon CHIP request, NFP to submit cancellation request/policy release form (Accord-35) to carrier. Tail coverage to commence at this time.

Philadelphia Ins Co. - Employed Lawyers Protection Policy
Policy Term: 10/10/23 - 10/10/24
Cancellation – Upon CHIP request, NFP to submit cancellation request/policy release form (Accord-35) to carrier. Tail coverage to commence at this time.

Standard Security Life Insurance Co. – Disability and Paid Family Leave
Policy Term: 1/1/2018 – 7/9/2024
Cancellation – Cancellation by email at any time

(b) CHIP has made no claims on any of its insurance policies.

Schedule 4.24
Related Party Transactions

CHIP has contracted with Competitive Business Forms, an entity more than thirty-five percent (35%) owned by the family member of an officer of CHIP for printing services on several occasions beginning in 2019 and as recently as November 2023.

There is no current contractual arrangement between CHIP and Competitive Business Forms. There are no outstanding obligations by either party.

Schedule 4.25

Affiliated Entities

CHIP has no Contracts in place with any Affiliate.

CHIP has no continuing obligations to make payments to, or on behalf of these entities.

STRICTLY PRIVATE AND CONFIDENTIAL

RSA DISCLOSURE SCHEDULE

To

MERGER AGREEMENT

Between

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. (“CHIP”)

and

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. ("RSA”)

Dated as of April 25, 2024

Schedule 5.4

Governmental Authorization

1. Consents Required:
    a. RSA will need to obtain Antitrust Approval from the NYAG Antitrust Bureau.

2. Governmental Notices/Filings Required:
    a. Certificate of Merger with the New York Department of State
    b. RSA to file Amended Certificate of Incorporation with New York Secretary of State to change its name to "New York Apartment Association, Inc.," to remove provisions regarding the size of its Board of Directors, and to make any other changes agreed to by the parties.

Schedule 5.5

Non-Contravention

Section 5.5(b)

1. Insurance Policies

   a. Commercial Pkg/Business Owner's Policy – see p. 93 – VI. Newly Formed or Acquired Organizations

      i. "**3.** Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However, **a.** Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier; **b.** Coverages **A.** Paragraph **1.** Business Liability, does not apply to: **(1)** "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and **(2)** "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you; and **c.** Records and descriptions of operations must be maintained by the first Named Insured. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations."

   b. Umbrella/Excess Liability Policy - See Pg. 51 – Named Insured Means

      i. "3. a. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and in which you maintain ownership or majority interest, will also be deemed to be a **Named insured.** However, coverage, for such newly acquired or formed organization: **1)** Is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier; **2)** Does not apply to **bodily injury or property damage** that occurred before you acquired or formed the organization; and **3)** Does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization."

   c. Association Pro Liability – Errors and Omissions Policy - See Pg. 9 – Insured means; Newly acquired subsidiary means

      i. **Named Insured** means the persons or entities specified in Item 1. in the Declarations.

ii. **Newly acquired subsidiary** means any entity newly formed or acquired by the **Named Insured** during the **policy period** in which the **Named Insured** has more than 50% of the legal or beneficial interest, but only upon the conditions that: Within 60 days of such formation or acquisition**,** the **Named Insured** has provided the **Company** with full particulars of such **newly acquired subsidiary** and the **Company** has agreed in writing to insure such **newly acquired subsidiary**, but the **Company** shall not be required to insure such **newly acquired subsidiary**; **1.** The **Named Insured** has paid the additional premium, if any, charged by the **Company** and has agreed to any amendment of the provisions of this policy; and **2.** The **Company** will only provide coverage with respect to a **claim** arising out of an act or omission in the performance of **professional services** when the act or omission is committed on or after the date such **newly acquired subsidiary** became a **newly acquired subsidiary** and prior to the date such **newly acquired subsidiary** ceased to be a **newly acquired subsidiary**. An entity ceases to be a **newly acquired subsidiary** under this policy on the date during the **policy period** that the **Named Insured's** legal or beneficial interest in such entity becomes less than 50%.

d. Association Pro Liability – Directors and Officers Policy – See p. 14 - G. Merger, Consolidation or Acquisition – 1-3

i. "1. If, after this policy's inception date, the **Insured Organization** creates or acquires a **Subsidiary** whose assets do not exceed twenty five percent (25%) of the total consolidated assets of the **Insured Organization**, not including the assets of the created or acquired **Subsidiary**, such **Subsidiary** shall be deemed to qualify as an **Insured Organization**, but solely for a **Wrongful Act** that takes place on or after the effective date of such creation or acquisition. **2.** If, after this policy's inception date, the **Insured Organization** creates or acquires a **Subsidiary** whose assets exceed twenty five percent (25%) of the total consolidated assets of the **Insured Organization**, not including the assets of the created or acquired **Subsidiary**, such **Subsidiary** shall be deemed to qualify as an **Insured Organization**, but solely for a **Wrongful Act** that takes place within the first ninety (90) days after the date of such creation or acquisition. After this ninety (90) day period, the created or acquired **Subsidiary** shall no longer be deemed an **Insured Organization,** unless…"

Section 5.5(a), (c), (d) and (e)

1. The merger requires the approval of RSA's membership.
2. See Schedule 5.4 (Governmental Authorization) herein.

Schedule 5.6
Litigation

Case Name and Index Number/Venue	Law Firm / Counsel	Description Summary/Status
Chrysafis v. Marks EDNY 21-CV-2516 2nd Cir. No. 21-1493 SCOTUS No. 21-A8	Gibson Dunn & Crutcher LLP Akiva Shapiro	This case was brought in 2021 challenging the New York State eviction moratorium, and culminated in a successful decision by SCOTUS in August 2021 striking down the eviction moratorium as unconstitutional. In September 2021, the NYS Legislature convened in an emergency session and passed another eviction moratorium with certain changes in line with the SCOTUS decision in this case, which we then challenged subsequent thereto, and which challenge was not resolved until 2022, when the moratorium expired, and our challenge was rendered moot as of January 15, 2022. As a prevailing party for a portion of the lawsuit, we have made a motion for the Court to award attorneys' fees and costs to us from the Defendant, which we prevailed upon in part, as we were awarded **$384,728.86** (of which half will be kept by Gibson Dunn); our attorneys are still in the process of collecting this amount from the State.
RSA of NYC Inc v. McKee, Tenants Political Action Committee, Inc., Met Council Inc. and Real Rent Reform Campaign Supreme Court, NY County 155789/2018	Archer & Greiner PC Anthony Dougherty	This is a defamation action brought by RSA in Supreme Court in 2018, seeking $10M in compensatory damages and $10M in punitive damages. In early 2021, the defendants in this action moved to amend their answer to include a defense under recent anti-SLAPP legislation that was enacted in New York State. We opposed this motion, and ultimately prevailed in a decision issued in July 2022. Then, in September 2022, the defendants filed motions for summary judgment, and we as plaintiff also filed a motion for summary judgment. That motion was fully briefed, and we are awaiting a decision. The Defendants then moved to renew their prior motion to amend their answer to include a defense under the anti-SLAPP law. If they prevail, then they will be able to add a counterclaim for legal fees if they are ultimately the prevailing party on their defense. *The liability to them in attorneys' fees (if they are successful) is unknown.*

Schedule 5.7
Financial Statements

Section 5.7(a)

Attached are RSA’s (i) unaudited balance sheet as of June 30, 2023, and (ii) the audited statements of financial position as of December 31, 2022, December 31, 2021 and December 31, 2020

Exhibit 2

Proposed Certificate of Merger

SS#Gudiw#7156157#

CERTIFICATE OF MERGER

OF

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

INTO

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

UNDER SECTION 902 AND 904

OF THE NOT-FOR-PROFIT CORPORATION LAW

The undersigned, Zachary Kerr, being the Chairman of COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., and Aaron Sirulnick, being the Chairman of RENT STABILIZATION ASSOCIATION OF N.Y.C., INC., said corporations being not-for-profit trade associations organized under the laws of the State of New York, hereby certify:

1. The names of the constituent corporations are Community Housing Improvement Program, Inc. ("CHIP") and Rent Stabilization Association of N.Y.C., Inc. ("RSA"). The name under which RSA was formed was Real Estate Industry Stabilization Association of N.Y.C., Inc.

2. Pursuant to an Agreement and Plan of Merger dated [DATE] between the constituent corporations, CHIP shall merge with and into RSA (the "Merger"), with the result that RSA would be the surviving corporation (the "Surviving Corporation"). The name of the Surviving Corporation after the merger shall be "New York Apartment Association, Inc."

3. CHIP is a membership organization with five classes of membership: "voting regular members," "nonvoting regular members," "nonvoting associate members," "founding members," and "other nonvoting members." Pursuant to Article Three, Section A of CHIP's by-laws:

(a) Voting regular members "shall have all the rights and privileges of members of the corporation. Voting regular membership is open to any person who is an owner or operator of residential real estate, or a representative of any firm, association, or corporation who is an owner or operator of residential real estate, and who is serving as a director of [CHIP]. Admission of voting regular members is determined by the Board."

(b) Nonvoting regular members "shall have such rights and privileges as the board of directors establishes by resolution but shall have no right to vote. Nonvoting regular membership is open to any person, firm, association or corporation who is an owner or operator of residential real estate. Admission of nonvoting regular members shall be determined by the board of directors."

(c) Nonvoting associate members "shall have such rights and privileges as the board of directors establishes by resolution but who shall have no right to vote. Nonvoting associate membership is open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Admission of nonvoting associate members shall be determined by the board of directors."

(d) Founding membership shall be comprised of the founding members of CHIP.

(e) Other nonvoting member classes may be established by the board of directors.

4. RSA is a membership organization with two classes of membership: regular membership and associate membership. Pursuant to Article Three, Section 2 of RSA's by-laws, regular membership of RSA is "open to any individual, firm, corporation or other legal entity" "engaged in the ownership and/or management of residential real estate, whether or not such real estate is subject to rent regulatory laws of the State of New York or the City of New York, who subscribes to the purposes enumerated in Article Two" of RSA's by-laws….Only regular members shall have the right to vote on matters submitted to the membership." In accordance with Article Four, Section 8 of RSA's by-laws, regular members "shall be entitled to one vote for each …residential dwelling unit registered" with RSA. Pursuant to Article Three, Section 3 of RSA's by-laws, associate membership is "open to any individual, firm, corporation or other legal entity which renders professional or other services to the real estate industry. Associate members shall not be entitled to vote on any matters submitted to the membership."

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5. As of the effective time of the Merger, the Surviving Corporation's Certificate of Incorporation shall be amended and restated to read in its entirety as set forth in Exhibit A attached hereto and, as so amended, shall be the Restated Certificate of Incorporation of the Surviving Corporation.

6. CHIP has no members or holders of any certificates evidencing capital contributions or subventions. RSA has no members or holders of any certificates evidencing capital contributions or subventions.

7. RSA's certificate of incorporation was filed by the New York Department of State on May 12, 1969 under the name "Real Estate Industry Stabilization Association of N.Y.C., Inc." RSA was formed under the Membership Corporations Law of the State of New York. On August 13, 1969, a certificate of amendment was filed which changed its name to “Rent Stabilization Association of N.Y.C., Inc.” RSA's certificate of incorporation has since been modified pursuant a certificate of amendment filed on June 7, 1984 and a certificate of change filed on November 14, 1995.

8. CHIP's certificate of incorporation was filed by the Department of State on December 28, 1966. CHIP's certificate of incorporation has since been modified pursuant to a certificate of type filed on October 26, 2006, a certificate of change filed on September 7, 2016, and a certificate of amendment filed on December 19, 2006.

9. The merger was authorized with respect to RSA in the following manner: The Agreement and Plan of Merger was authorized by a two-thirds vote of RSA's directors present at a duly called and held meeting of RSA's board. The Agreement and Plan of Merger was then authorized by a two-thirds vote of RSA's regular members present at a duly called and held membership meeting (blank votes or abstentions having not been counted in the number of votes cast). The affirmative votes cast by the regular members in favor of such action was at least equal to the quorum.

10. The merger was authorized with respect to CHIP in the following manner: The Agreement and Plan of Merger was authorized by a two-thirds vote of CHIP's directors present at a duly called and held meeting of CHIP's board. The Agreement and Plan of Merger was then authorized by a two-thirds vote of CHIP's voting regular members present at a duly called and held membership meeting (blank votes or abstentions having not been counted in the number of

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#

votes cast). The affirmative votes cast by the voting regular members in favor of such action was at least equal to the quorum.

#
#

IN WITNESS WHEREOF, the undersigned have, on behalf of each constituent corporation, subscribed this certificate and hereby affirm it as true under the penalties of perjury this ________ day of __________________, 20__.

for COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

____
Zachary Kerr, Chairman

for RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

____
Aaron Sirulnick, Chairman

#
#

Exhibit A
Form of Amended and Restated Certificate of Incorporation of the Surviving Corporation

[see attached]

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#

Exhibit 3A-1

RSA Certificate of Incorporation

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for RENT STABILIZATION ASSOCIATION OF N.Y.C., INC., File Number 775990-3 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 31, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002888675 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

756079

CERTIFICATE OF INCORPORATION

-of-

REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC.

(PURSUANT TO THE MEMBERSHIP CORPORATIONS LAW)

We, the undersigned desiring to form a membership Corporation pursuant to the Membership Corporations Law of the State of New York, do hereby certify as follows:

FIRST: The name of the proposed corporation is REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC., (hereinafter referred to as the "Corporation").

SECOND: The purposes for which the Corporation is formed are:-

> To do any and all acts consistent with the provisions of the New York City Rent Stabilization Law of 1969, within such limitations as are provided by the laws of the State of New York;
>
> To organize the owners of any multiple dwelling units covered by Rent Stabilization Law and carry out,~~and~~ administer the provisions of the aforementioned law so that the intents and purposes of said law are fully complied with, within such limitations as are provided by the laws of the State of New York;
>
> To stimulate the interest of owners, tenants, and the public generally, to secure better housing, and construction of housing, within the City of New York;
>
> To take, receive, collect and solicit moneys and property from public and private donors for its own direct corporate objectives;
>
> To do any and all acts necessary to carry out the purposes of the aforementioned law and as may be required for the transaction of its business or the conduct of its affairs in any part of the City or State of New York, subject, however, to such limitations as are provided by the laws of the State of New York;
>
> To adopt by-laws and rules and regulations for the conduct of the affairs of the corporation.

THIRD: The territory in which the operations of the Corporation will principally be conducted in the City of New York, State of New York.

FOURTH: The City, County and State in which the principal office of the Corporation is to be located is the City of New York, County of New York and State of New York.

FIFTH: The number of directors of the Corporation shall be a minimum of four (4) and a maximum of fifty (50).

SIXTH: The names and residences of the persons who are to be directors of the Corporation until the first annual meeting are:-

NAMES	ADDRESSES
HAROLD LIEBMAN	54 Clayton Avenue, Atlantic Beach, L.I., N.Y.
CHARLES MAYER	205 East 69th Street, New York, N.Y. 10021
REXFORD E. TOMPKINS	47 Mohegan Lane, Portchester, New York
LEWIS RUDIN	215 East 68th Street, New York, N.Y. 10021
ELIHU ROSE	2 East 88th Street, New York, N.Y. 10028

SEVENTH: All subscribers to this Certificate are of full age, at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York, and at least one of the persons named as a Director is a citizen of the United States and a resident of the State of New York.

EIGHTH: Nothing herein shall authorize this corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Membership Corporations Law, Section 11, or Social Services Law, Section 35.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Certificate this 1st day of ~~March~~ April, 1969.

(HAROLD LIEBMAN)

(CHARLES MAYER)

Rexford E. Tompkins

(REXFORD E. TOMPKINS)

(LEWIS RUDIN)

(ELIHU ROSE)

STATE OF NEW YORK)
SS.:
COUNTY OF NEW YORK)

on this 7th day of ~~March~~ April, 1969, before me personally came and appeared HAROLD LIEBMAN, to me known and known to me to be the individual described in and who executed the foregoing Certificate of Incorporation and he duly acknowledged to me that he executed the same.

NOTARY PUBLIC

ABNER L. LANGER
NOTARY PUBLIC, State of New York
No. 24-2252260
Qualified in Kings County
Commission Expires March 30, 1971

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

HAROLD LIEBMAN, being duly sworn, deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and that he is of full age, a citizen of the United States, and a resident of the State of New York.

(HAROLD LIEBMAN)

Sworn to before me this
7 day of ~~March~~ APRIL, 1969

NOTARY PUBLIC

ABNER L. LANGER
NOTARY PUBLIC, State of New York
No. 24-2252260
Qualified in Kings County
Commission Expires March 30, 1971

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

On this 1st day of ~~March~~ April, 1969, before me personally came and appeared CHARLES MAYER, to me known and known to me to be the individual described in and who executed the foregoing Certificate of Incorporation and he duly acknowledged to me that he executed the same.

NOTARY PUBLIC

NOTARY PUB[illegible]
Qualified [illegible]
Commission Expires [illegible]

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

CHARLES MAYER, being duly sworn, deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and that he is of full age, a citizen of the United States, and a resident of the State of New York.

(CHARLES MAYER)

Sworn to before me this
[illegible] day of ~~March~~, 1969

NOTARY PUBLIC

ELISABETH [illegible]
NOTARY PUBLIC [illegible]
Qualified [illegible]
Commission Expires [illegible]

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

On this 1st day of ~~March~~ April, 1969, before me personally came and appeared REXFORD E. TOMPKINS, to me known and known to me to be the individual described in and who executed the foregoing Certificate of Incorporation and he duly acknowledged to me that he executed the same.

Joseph F. Conlon
NOTARY PUBLIC

JOSEPH F. CONLON
Notary Public, State of New York
No. 30-0727702
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK)
SS.:
COUNTY OF NEW YORK)

REXFORD E. TOMPKINS, being duly sworn, deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and that he is of full age, a citizen of the United States, and a resident of the State of New York.

Rexford E. Tompkins
(REXFORD E. TOMPKINS)

Sworn to before me this
1st day of ~~March~~ April, 1969

Joseph F. Conlon
NOTARY PUBLIC
JOSEPH F. CONLON
Notary Public, State of New York
No. 30-0727702
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

On this 2 day of ~~March~~ May, 1969, before me personally came and appeared LEWIS RUDIN, to me known and known to me to be the individual described in and who executed the foregoing Certificate of Incorporation and he duly acknowledged to me that he executed the same.

May Messer
NOTARY PUBLIC

MAY MESSER
Commissioner of Deeds, City of New York
No 2 1457
Certificate filed in Kings County
Commission Expires June 22, 1969

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

LEWIS RUDIN, being duly sworn, deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and that he is of full age, a citizen of the United States, and a resident of the State of New York.

Lew Rudin
(LEWIS RUDIN)

Sworn to before me this
[illegible] day of ~~March~~ [illegible], 1969

NOTARY PUBLIC

MAY MESSER
Commissioner of Deeds City of New York
No 2 1457
Certificate filed in Kings County
Commission Expires June 22, 1969

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

On this 2 day of ~~March~~ [illegible], 1969, before me personally came and appeared ELIHU ROSE, to me known and known to me to be the individual described in and who executed the foregoing Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

NOTARY PUBLIC

MAY MESSER
Commissioner of Deeds [illegible] of New York
No. [illegible]
Certificate [illegible] County
Com[illegible]

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

ELIHU ROSE, being duly sworn, deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and that he is of full age, a citizen of the United States, and a resident of the State of New York.

(ELIHU ROSE)

Sworn to before me this
2 day of ~~March~~ [illegible], 1969

NOTARY PUBLIC

MAY MESSER
Commissioner of Deeds [illegible] of New York
No. [illegible]
Certificate filed in [illegible] County
Commission Expires June [illegible] 1969

STATE OF NEW YORK)
SS:
COUNTY OF KINGS)

ABRAHAM M. LINDENBAUM, being duly sworn, deposes and says: That he is a member of the firm of LINDENBAUM & YOUNG, attorneys for the subscribers to the Certificate of Incorporation of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC., annexed hereto, and that no previous application for the approval of said certificate by any Justice of the Supreme Court has ever been made.

Sworn to before me this
5th day of May, 1969

NOTARY PUBLIC

MAX [illegible]
Commissioner [illegible] of New York
No. [illegible]
Certificate [illegible]
Commission Expires [illegible]

ABRAHAM M. LINDENBAUM

* * * * * * * * * * * * * * *

I, CHARLES MARKS a Justice of the Supreme Court for the **First** Judicial District of the State of New York, do hereby approve the Certificate of Incorporation of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC., annexed hereto.

Dated:
[illegible]

JUSTICE OF THE SUPREME COURT

Dated, May [illegible]

By [illegible]
Assist

STATE OF NEW YORK)
SS:
COUNTY OF KINGS)

ABRAHAM M. LINDENBAUM, being duly sworn, deposes and says: That he is a member of the firm of LINDENBAUM & YOUNG, attorneys for the subscribers to the Certificate of Incorporation of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC., annexed hereto, and that no previous application for the approval of said certificate by any Justice of the Supreme Court has ever been made.

Sworn to before me this
5th day of May, 1969

NOTARY PUBLIC

Commissioner [illegible] of New York
Commission expires [illegible]

ABRAHAM M. LINDENBAUM

* * * * * * * * * * * * * * *

I, CHARLES MARKS a Justice of the Supreme Court for the First Judicial District of the State of New York, do hereby approve the Certificate of Incorporation of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC., annexed hereto.

Dated:

JUSTICE OF THE SUPREME COURT

756079

10

CERTIFICATE OF INCORPORATION

-of-

REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC.

(PURSUANT TO THE MEMBERSHIP CORPORATIONS LAW)

LINDENBAUM & YOUNG
ATTORNEYS AT LAW
16 COURT STREET
BROOKLYN, N. Y. 11201

10

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 12 1969
TAX $ none
FILING FEE $ 50
John P. Lomenzo
Secretary of State
By [illegible]

[illegible]

Received 5/6/69

DEPUTY ASSISTANT ATTORNEY GENERAL
RICHARD C. [illegible]

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for RENT STABILIZATION ASSOCIATION OF N.Y.C., INC., File Number 756079-10 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 31, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002888674 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

SERVICO

Certificate of change of name of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC. to RENT STABILIZATION ASSOCIATION OF N.Y.C., INC., pursuant to Section 40 of the General Corporation Law.

We, the undersigned, constituting every member of record of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC., entitled to vote at the meeting of the members of said corporation, certify:

1. The name of this corporation is REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC.

2. The Certificate of Incorporation was filed in the Office of the Department of State on the 12th day of May, 1969.

3. The new name to be assumed by this corporation is RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 7th day of August, 1969.

Harold Liebman
(HAROLD LIEBMAN)

(CHARLES MAYER)

Rexford E. Tompkins
(REXFORD E. TOMPKINS)

Lewis Rudin
(LEWIS RUDIN)

(ELIHU ROSE)

STATE OF NEW YORK)
COUNTY OF Kings)SS:

On this 7th day of August, 1969, before me personally came HAROLD LIEBMAN, CHARLES MAYER, REXFORD E. TOMPKINS, LEWIS RUDIN and ELIHU ROSE, to me known and known to me to be the persons described in and who executed the foregoing certificate of change of name and they thereupon severally duly acknowledged to me that they executed the same.

Laura Laiacona
NOTARY PUBLIC

LAURA LAIACONA
Commissioner of Deeds, City of N.Y.
No. 2-980
Certificate filed in Kings County
Commission Expires June 24, 1971

STATE OF NEW YORK)
COUNTY OF Kings)SS:

ALLAN STILLMAN , being duly sworn, deposes and says that he is the secretary of REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC.; that the persons who have executed the foregoing certificate of change of name of said corporation, either in person or by proxy, constitute all of the members of record of the corporation entitled to vote at meetings of the members of said corporation.

Sworn to before me this
7th day of August, 1969

Allan Stillman

Laura Laiacona
NOTARY PUBLIC

LAURA LAIACONA
Commissioner of Deeds, City of N.Y.
No. 2-980
Certificate filed in Kings County
Commission Expires June 24, 19

775990 -3

Certificate of change of name from

REAL ESTATE INDUSTRY
STABILIZATION ASSOCIATION
OF N.Y.C., INC.

to

RENT STABILIZATION
ASSOCIATION OF N.Y.C.,
INC.

Pursuant to Section 40 of the General Corporation Law

LINDENBAUM & YOUNG
ATTORNEYS AT LAW
16 COURT STREET
BROOKLYN, N. Y. 11201

8/13

756079-10
5/2/69

STATE OF N[illegible]
DEPARTMENT [illegible]
FILED AUG 13 19[illegible]
TAX $ None
FILING FEE $ 30
John P. Lomenzo
Secretary of State
By MB

31 NY

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for RENT STABILIZATION ASSOCIATION OF N.Y.C., INC., File Number B109615-6 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 31, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002888676 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

25

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

UNDER SECTION 803 OF THE NOT-FOR-PROFIT CORPORATION LAW

8109615

We, the undersigned, being the Chairman of the Board and Secretary of Rent Stabilization Association of N.Y.C., Inc., do hereby certify:

1. The name of the corporation is Rent Stabilization Association of N.Y.C., Inc. The name under which the corporation was formed was Real Estate Industry Stabilization Association of N.Y.C., Inc.

2. The certificate of incorporation of Rent Stabilization Association of N.Y.C., Inc. was filed by the Department of State on the 12th day of May, 1969. The said corporation was formed under the Membership Corporations Law of the State of New York.

3. The Rent Stabilization Association of N.Y.C., Inc. is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law and is a Type A corporation under Section 201 of said law.

4. The certificate of incorporation is hereby amended to effect a change of the corporate purposes pursuant to

Section 801(b)(2) of the Not-For-Profit Corporation Law. Paragraph "SECOND" of the certificate of incorporation is hereby amended to read as follows:

"SECOND. The purposes for which the corporation is formed are:

1. To unite owners of residential units in the City of New York in common organization and association as members of this corporation.

2. To promote the interests of the members by considering and dealing with problems encountered by the owners of residential units in the City of New York.

3. To engage in and promote activities aimed at enabling the owners of residential units in the City of New York to conduct their business with the greatest efficiency and economy.

4. To disseminate information as to efficient methods of operating residential units in the City of New York and as to statutes and rules and regulations affecting residential units in the City of New York; in particular, residential units subject to the New York City Rent Stabilization Law of 1969, as amended.

5. To stimulate the interest of owners and the public generally, to preserve existing residential housing and improve their condition and encourage construction of residential housing in the City of New York.

6. To supply services and assistance which are commonly required by owners of residential units.

7. To promote and facilitate consideration and expressions of opinions by its members upon issues affecting residential units in the City of New York and to present such opinions and recommendations to appropriate governmental bodies and agencies.

8. To assess and collect dues and solicit funds from its members for its corporate purposes.

9. To carry out functions delegated to it by the Rent Stabilization Law of 1969, as amended.

10. To assist and cooperate with federal, state and local departments, agencies and governmental organizations of

every kind and with private organizations in furtherance of the purposes of the corporation.

11. To do all such lawful acts and things necessary or proper to promote the general welfare of its members and to improve the economic condition of residential real estate in the City of New York and for the accomplishment of any of the objectives hereinabove set forth or which shall be recognized as proper and lawful objectives of an association of owners of residential units.

12. To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers, except as permitted under Article 5 of the Not-For-Profit Corporation Law."

5. The corporation shall hereafter be a Type A corporation under Section 201 of the Not-For-Profit Corporation Law.

6. The manner in which this amendment to the certificate of incorporation of Rent Stabilization Association of N.Y.C., Inc. was authorized was by the affirmative vote of a majority of the members entitled to vote thereon at a meeting of the members duly called and held on the 23rd day of March, 1984, the affirmative vote being at least equal to the quorum.

7. The Secretary of State of the State of New York is hereby designated the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him as agent of the corporation, is 1500 Broadway, New York, New York 10036.

IN WITNESS WHEREOF, the undersigned subscribe our names and affirm that the statements made herein are true under the penalties of perjury this 13th day of April, 1984.

Sheldon C. Katz

Sheldon C. Katz
Chairman of the Board

Michael Laub
Secretary

6200A

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

DAVID ABRAMS, being duly sworn, deposes and says that he is a member of Richenthal, Abrams & Moss, the attorneys for Rent Stabilization Association of N.Y.C., Inc. in connection with the foregoing certificate of amendment of the certificate of incorporation, and that no previous application for the approval of the said certificate of amendment by any Justice of the Supreme Court has ever been made.

David Abrams
DAVID ABRAMS

Sworn to before me this
20th day of April, 1984

Irving M Moss
Notary Public

IRVING M. MOSS
Notary Public, State of New York
No. 31-27[illegible]
Qualified in New York County
Commission Expires March 30, 1985

I, **THOMAS J. HUGHES**, a Justice of the Supreme Court of the State of New York, First Judicial District, do hereby approve the foregoing certificate of amendment of the certificate of incorporation of Rent Stabilization Association of N.Y.C., Inc., and consent that the same be filed.

Dated: MAY 30, 1984

NEW YORK COUNTY

Thomas J Hughes
Justice, Supreme Court
First Judicial District

6203A

THOMAS J. HUGHES

A copy of this certificate of incorporation or amendment thereto has been duly served upon the Attorney General. The Attorney General has not reviewed the certificate and takes no position upon whether the Court should or should not approve it.

NEW YORK, NY

MAY 2 3 1984

Richard M Weinberg
Assistant Attorney General

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CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

UNDER SECTION 803 OF THE NOT-FOR-PROFIT CORPORATION LAW

B109615

N.S.P. assum 8/13/69 NYCo
L#775990-3
orig: Real Estate Industry Stabilization
Association of N.Y.C. Inc
756079-10 5/2/69
No type N71A

RICHENTHAL, ABRAMS & MOSS
122 East 42nd Street
New York, NY 10168
(212) 687-8360

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 07 1984
AMT. OF CHECK $ 30
FILING FEE $ 30
TAX $
COUNTY FEE $
COPY $
CERT $
REFUND $
SPEC HANDLE $
BY:

361525

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for RENT STABILIZATION ASSOCIATION OF N.Y.C., INC., File Number 951114000114 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 31, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002888677 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

F951114000114

CERTIFICATE OF CHANGE [redacted]

[redacted]

OF

[redacted] RENT STABILIZATION ASSOCIATION OF N.Y.C, INC.
[redacted]

[redacted]

Under Section 803-A of the
[illegible] Corporation Law

Pursuant to the provisions of Section 803A of the Not-For-Profit Corporation Law, the undersigned hereby certify:

FIRST: The current name of the corporation is

[redacted] RENT STABILIZATION ASSOCIATION OF N.Y.C, INC.

It was initially incorporated as "Real Estate Industry Stabilization Association of N.Y.C., Inc."

SECOND: That the Certificate of Incorporation of the corporation was initially filed with the Department of State, Albany, New York, on the 12th day of May, 1969. The change to its current name was filed on the 13th day of August 1969.

THIRD: That the change(s) to the Certificate of Incorporation effected by this Certificate is as follows:

[redacted]

([redacted]) To change the post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him, so that such address shall hereafter be c/o The Rent Stabilization Association of N.Y.C., Inc., 123 William Street, 14th floor, New York, New York 10038-3804.

FOURTH: That the changes of the Certificate of Incorporation were authorized by the vote of a majority of directors present at a meeting of the Board at which a quorum was present.

①

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 25 day of October 1995.

THE RENT STABILIZATION ASSOCIATION OF
N.Y.C., INC.

Secretary
MICHAEL LAUB

Joseph L Strasburg
President
JOSEPH STRASBURG

②

F 951114000114

CERTIFICATE OF CHANGE O~~F ADDRESS AND FOR SERVICE OF PROCESS~~

OF

THE RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.
~~Formerly known as~~

~~REAL ESTATE INDUSTRY STABILIZATION ASSOCIATION OF N.Y.C., INC.~~

under section 803-A of the NOT-FOR-PROFIT Corporation
Law of the State of New York

SAC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 14 1995
TAX $ 0
BY: SAC
New York

Howard Stern, Esq.
48 East 43rd Street
7th Floor
New York, New York 10017

③

951114000122

Exhibit 3A-2

RSA Amended and Restated Bylaws

AMENDED AND RESTATED BY-LAWS

OF

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

Article One

Organization

1. **Name.** The name of this organization shall be Rent Stabilization Association of N.Y.C., Inc. (the "Association").

2. **Change of name.** The Association may at its pleasure, by a majority vote at a membership meeting, change its name.

Article Two

Purposes

The following are the purposes for which the Association has been organized:

To represent and advocate for the interests of the owners of any residential properties, whether or not such properties are subject to or otherwise affected by rent regulatory laws of the State of New York or the City of New York;

To provide products and services to owners of residential properties in the State of New York which are related to requirements imposed by federal, state or local law, and to receive revenues for the provision thereof;

To provide educational and other informational services to owners of residential properties in the State of New York which will assist owners in their ability to comply with requirements imposed by federal, state or local law relating to the maintenance and operation of their residential properties, and to receive revenues for the provision thereof;

To take, receive, collect, and solicit monies from its members in exchange for the products and services it makes available to its members and for its own direct corporate objectives;

To carry on all or any of its activities and to purchase or acquire, hold or dispose of such property, real, personal or mixed, as may be required for the transaction of its business or the conduct of its affairs in any part of the City of New York or State of New York.

Article Three

Membership

1. There shall be two classes of membership in the Association: Regular membership and Associate membership.

2. Regular membership in the Association shall be open to any individual, firm, corporation or other legal entity engaged in the ownership and/or management of residential real estate, whether or not such real estate is subject to rent regulatory laws of the State of New York or the City of New York, who subscribes to the purposes enumerated in Article Two hereof. Members will be subject to the rules and regulations governing membership as may be adopted, from time to time, by the members and the Board of Directors of the Association. Only regular members shall have the right to vote on matters submitted to the membership.

3. Associate membership in the Association shall be open to any individual, firm, corporation or other legal entity which renders professional or other services to the real estate industry. Associate members shall not be entitled to vote on any matters submitted to the membership. They shall be permitted to attend those meetings and conventions open to them as designated by the Board of Directors, subject to such charges as may be imposed by and subject to the rules and regulations adopted by the Board of Directors. Associate members shall have the right to participate in any sponsored insurance or other program designated by the Board of Directors.

Article Four

Membership Meetings

1. **Annual Meetings.** The annual meeting of the members of the Association for the purposes of electing directors and the transaction of such other business as may properly come before the meeting, shall be held during the third quarter in each year, on a date and at a place within the City and State of New York, as set by the Board of Directors.

2. **Special Meetings.** A special meeting of the members, unless otherwise prescribed by statute, may be called at any time by the Chairman of the Board or by the Board of Directors or the Executive Committee and shall be called by the Chairman or by the Secretary on the written request of five directors or of members who own not less than one-quarter of the total dwelling units owned by all of the members of the Association, which written request shall state the purpose or purposes of such meeting.

3. **Notice of Meetings.** Except as hereinafter provided in this Article 4, or as may be otherwise required by statute, notice of each annual and special meeting of the members shall be in writing and signed by the Chairman of the Board, the President or the Secretary of the Association. Such notice shall state the purpose or purposes for which the meeting is called and the time when and the place within the City and State of New York where it is to be held; and a copy thereof shall be delivered personally or by first class mail in a postage prepaid envelope, not less than ten (10) nor more than fifty (50) days before such meeting, to each member entitled to vote at such meeting; and, if mailed, it shall be directed to such member at his address as it appears on the books of the Association, unless he shall have filed with the Secretary of the Association a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request. Notice of any meeting of members shall not be required to be given to any member who shall attend such meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, or who before or after the meeting shall personally or by his attorney thereunto authorize waiver of notice thereof in writing; nor shall the giving of notice to any member be required when the giving of such notice is dispensed with pursuant to statute.

4. **Place of Meeting**. Every meeting of the members of the Association shall be held within the City and State of New York at such place as shall be specified or fixed in the notice or waiver of notice thereof.

5. **Quorum.** At all meetings of the members of the Association, except as otherwise provided by statute or by the Certificate of Incorporation of the Association, the members entitled to cast not less than thirty percent (30%) of the total number of votes entitled to be cast, present in person or by proxy and entitled to vote thereat, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority in voting power of the members present in person or by proxy and entitled to vote thereat may adjourn the meeting from time to time and from place to place until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

6. **Order of Business.** The order of business at all meetings of the members shall be as determined by the Chairman of the meeting, but the order of business to be followed at any meeting at which a quorum is present may be changed by a majority in voting power of the members present in person or by proxy and entitled to vote at the meeting. All meetings will be conducted in accordance with Robert's Rules of Order.

7. **Organization.** At every meeting of the members, the Chairman of the Board, or in his absence, the Vice-Chairman, shall act as Chairman of the meeting. The Secretary of the Association, or in his absence, one of the Assistant Secretaries of the Association, shall act as Secretary of the meeting. In case none of the officers above designated to act as Chairman or Secretary of the meeting, respectively, shall be present, a chairman or secretary of the meeting, as the case may be, shall be chosen by a majority in voting power of the members present in person or by proxy and entitled to vote at the meeting.

8. **Voting.** With respect to all matters, at each meeting of the members each owner of residential properties registered with the Association entitled to vote thereat shall be entitled to one vote for each such residential dwelling unit registered.

Any member entitled to vote may vote either in person or by proxy duly appointed by an instrument in writing subscribed by such member (or his attorney thereunto duly authorized) and delivered to the Secretary of the meeting; provided, however, that no proxy shall be valid after the expiration of eleven months from the date of its execution unless the member executing it shall have specified its duration therein.

At all meetings of the members, at which a quorum is present, all matters, except as otherwise provided by statute or by the Certificate of Incorporation of the Association or by these By-laws, shall be decided by a majority in voting power of the members of the Association present in person or by proxy and entitled to vote thereat.

In voting on any question on which a vote by ballot is required by statute or is demanded by members owning not less than one-quarter of the residential dwelling units registered with the Association and represented at the meeting, the voting shall be by ballot. Each ballot shall be signed by the member voting or by proxy, and shall state the number of units voted. On all other questions, the voting may be by voice vote.

9. **Inspectors of Election.** At all elections of directors or in any other case in which inspectors may act, the Chairman of the meeting shall appoint two inspectors of election. Such inspectors shall first take and subscribe an oath faithfully to execute the duties of inspector at such meeting with strict impartially and according to the best of their ability, and shall take charge of the polls and after the balloting, if any, shall make a certificate of the result of the vote taken.

Article Five

Directors

1. **General Powers.** The business of the Association shall be managed by the Board of Directors. The Board of Directors may adopt such rules and regulations, not inconsistent with the Certificate of Incorporation of the Association, or these By-laws or the laws of the State of New York, that it may deem proper for the conduct of its meetings and the management of the Association. In addition to the powers expressly conferred by these By-laws, the Board of Directors may exercise all powers and perform all acts which are not required, by these By-laws, by the Certificate of Incorporation of the Association or by law, to be exercised and performed by the directors.

2. **Number, Classification and Term of Office.** The Board of Directors shall consist of not less than 10 nor more than 36 directors, the number to be such as may, from time to time, be determined by the members of the Association. The members of the Board of Directors shall be regular members of, or designees of regular members of, the Association. The directors shall be elected by the members at the annual meeting of the members of the Association. All directors will be elected for a term of three years but in such manner that approximately one-third of the full number shall be elected each year at the Association's annual meeting. The terms of office of the directors shall initially be classified in three classifications as follows: that of the first class shall expire at the annual meeting of members next succeeding the annual meeting at which the initial By-laws are adopted, that of the second class shall expire at the second succeeding annual meeting of members and that of the third class shall expire at the third succeeding annual meeting of members. After such initial classification, directors to replace those whose term expires at each annual meeting shall be elected or appointed at such meeting to hold office for a full three-year term in accordance with such classification and until his successor shall have been elected and shall qualify**.** If the number of directors is changed after the annual meeting at which these By-laws are adopted, any newly created directorships or any decrease in directorships shall be apportioned among the classes as to make all classes as nearly equal in number as possible and if any newly created directorships are filled by the Board, there shall be no classification of additional directors until the next annual meeting of members. Any director may be re-elected for an additional term or terms. Vacancies for any unexpired term shall be filled by the Board of Directors until the next annual meeting of members.

3. **Election of Directors.** At each meeting of the members for the election of directors, at which a quorum is present, the persons receiving a plurality of the votes cast shall be directors.

4. **Organization**. At each meeting of the Board of Directors, the Chairman of the Board, or in his absence, the Vice-Chairman, of the Association shall preside. The Secretary of the Association shall act as Secretary at each meeting of the Board of Directors. In case the Secretary shall be absent from any meeting of the Board of Directors, the Chairman of the meeting may appoint any person to act as Secretary of the meeting.

5. **Place of Meeting.** The Board of Directors may hold its meetings within the City and State of New York at such places as the Board of Directors may, from time to time, by resolution determine or (unless contrary to resolution of the Board of Directors) at such place as shall be specified in the notice of the meeting.

6. **Annual Meeting.** After each annual election of directors, the Board of Directors may meet, without notice of such meeting, for the purpose of organization and the transaction of other business, on the same day and place at which such annual election is held, or as soon as practicable after such annual election. Such annual meeting may be held at any other time specified in a notice given as hereinafter provided for special meetings of the Board of Directors or on a consent and waiver of notice thereof.

7. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as may be fixed, from time to time, by the Board of Directors; and notice of any such meeting need not be given. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting, which would otherwise be held on that day, shall be held at the same hour and same place on the next succeeding business day.

8. **Special Meetings.** Special meetings of the Board of Directors shall be held whenever called by the Chairman or by any five of the directors. Notice of each such meeting shall be mailed or delivered by a recognized overnight courier to each director, addressed to him at his residence or usual place of business, at least four (4) days before the date on which the meeting is to be held; or such notice shall be sent to each director at such place by facsimile or same day personal delivery, or be delivered or given by telephone not later than the two (2) days before the date on which the meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purposes of the meeting, except to extent required by statute.

9. **Waivers of Notice of Meetings.** Anything in these By-laws or in any resolution adopted by the Board of Directors to the contrary notwithstanding, notice of any meeting of the Board of Directors need not be given to any director if such notice shall be waived by him in writing (including by facsimile) before or after the meeting. At any meeting at which every member of the Board of Directors is present, and no director protests, prior to the meeting or at its commencement, the lack of notice to him, any business may be transacted though the meeting is held without notice.

10. **Quorum and Manner of Acting.** One-third of the directors in office at the time of any duly assembled regular or special meeting of the Board of Directors shall be present in person at said meeting in order to constitute a quorum for the transaction of business at such meeting and, except as otherwise specified in Sections 12 and 13 of this Article Five, Section 1 of Article Seven, Section 2 of Article Eight and Article Fourteen of these By-laws, the act of the majority of the directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum be had. All meetings will be conducted in accordance with Robert's Rules of Order.

11. **Resignations.** Any director of the Association may resign at any time in writing by notifying the Chairman, the President or the Secretary of the Association. Such resignation shall take affect at the time therein specified; and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

12. **Removal of Directors.** Any director may be removed at any time with cause by the affirmative vote of a majority in voting power of the members of the Association entitled to elect a successor, which vote shall be given at a special meeting of such members called for that purpose, or with cause by the affirmative vote of a majority of the remaining directors at any regular or special meeting of the Board of Directors called for that purpose.

13. **Vacancies.** Any vacancy in the Board of Directors, whether caused by death, resignation, disqualification, increase in the number of directors, removal or other-wise, may be filled until the next annual meeting by a majority vote of the remaining directors at any regular or special meeting of the Board of Directors, or by the members at a special meeting called for such purpose.

Article Six

Honorary Directors

1. **Designation of Honorary Directors.** Upon the recommendation of the Board of Directors of the Association and upon the election by the members of the Association, any number of members or designees of members may be elected as Honorary Directors of the Association.

2. **Term of Office.** Honorary Directors will be elected for a term of three (3) years.

3. **Authority of Honorary Directors.** Honorary Directors shall have the right to receive notice of all regular and special meetings of the Board of Directors, as and when such notices shall be required to be given to Directors, and shall have the right to attend all meetings of the Board of Directors of the Association and participate in all considerations of the Board of Directors; provided, however, that Honorary Directors shall not have the right to vote at any such Board of Directors meeting and shall not be considered for the purpose of determining a quorum.

4. **Removal of Honorary Directors.** Any Honorary Director may be removed at any time with or without cause by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board.

5. **Other Provisions.** Except as otherwise specifically set forth in this Article Six, the provisions of Article Five of these By-laws shall govern Honorary Directors.

Article Seven

Executive Committee

1. **How Constituted and Powers.** The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate up to seventeen (17) of its number, or designees thereof, to constitute an Executive Committee, which Committee, so far as may be permitted by law and to the extent provided in said resolution or in these By-laws, shall have and may exercise, between meetings of the Board of Directors in the management of the affairs and business of the Association.

2. **Organization, etc**. The Chairman of the Executive Committee shall be the Chairman of the Board of Directors. If the Chairman of the Board shall not be present, the Vice-Chairman of the Board shall perform the duties of the Chairman of the Board and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board. If the Chairman and Vice-Chairman of the Board shall not be present at any meeting of the Executive Committee, the acting Chairman of the Executive Committee shall be the director designated by the directors present at such meeting. The Secretary shall keep and record minutes of the acts and proceedings of the Executive Committee.

3. **Meetings**. Regular meetings of the Executive Committee, of which no notice shall be necessary, shall be held at such times and in such places as shall be fixed by a majority of the Committee. Special meetings of the Committee shall be called at the request of any two members of the Committee. Notice of each special meeting of the Committee shall be sent by facsimile not later than the day before the date on which the meeting is to be held or by a recognized overnight courier not later than two days before the date on which the meeting is to be held. Notice of any such meeting need not be given to any member of the Committee, however, if waived by him in writing before or after the meeting; and any meeting of the Committee shall be a legal meeting without notice thereof having been given, if all the members of the Committee shall be present thereat.

4. **Quorum and Manner of Acting.** A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at the meeting at which a quorum is present shall be the act of the Executive Committee.

5. **Other Committees.** The Board of Directors may designate members of the Board to constitute such other committees, including a Nominating Committee and such other standing committees as the Board shall establish, from time to time, which committees shall in each case consist of such number of directors and shall have and may exercise such powers, as the Board of Directors may determine. A majority of all the members of any such committee may determine its action, fix the time and place of its meetings and adopt rules, unless the Board of Directors shall otherwise provide.

6. **General.** The Board of Directors shall have power at any time to change the members of the Executive Committee or of any other committee designated by it, may fill vacancies in any such committee, and may discharge any such member of a committee, either with or without cause.

7. **Submission to Board.** All actions of any committees will be presented to the Board of Directors at the next meeting of the Board following the taking of such actions.

Article Eight

Officers

1. **Officers**. The Board of Directors shall elect a Chairman and a Vice-Chairman of the Board of Directors and a President, one or more Vice-Presidents (including one or more Executive Vice-Presidents and Senior Vice-Presidents), a Treasurer and a Secretary of the Association, each to have such functions or duties as are provided in these By-laws or as the Board of Directors may from time to time determine and each to hold office until his successor shall have been duly chosen and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided. The Board of Directors may, from time to time, appoint Assistant Secretaries and Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-laws or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or committee the power to appoint and to remove any such assistant officer. Any two or more of the above-referenced offices may be held by the same person, except the offices of President and Secretary.

2. **Removal**. Any officer may be removed either with or without cause by resolution passed by a majority of the whole Board of Directors at any regular or special meeting of the Board of Directors specified in a notice for such meeting.

3. **Resignations.** Any officer may resign at any time in writing by notifying the Board of Directors or the Chairman or the Secretary of the Association. Such resignation shall take effect at the time therein specified, and, unless other specified, the acceptance of such resignation shall not be necessary to make it effective.

4. **Vacancies**. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these By-laws for the regular appointment or election to said office.

5. **Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the Association and shall have general and active supervision over the business of the Association and over the other officers, agents and employees and shall see that their duties are properly performed. He shall, if present, preside at each meeting of the members and of the Board and, if not otherwise a full member, shall be an ex officio member of all committees of the Board. He shall perform all duties incident to the office of Chairman of the Board and chief executive officer and such other duties as may from time to time be assigned to him by the Board.

6. **Vice-Chairman.** At the request of the Chairman, or in his absence, at the request of the Board of Directors, the Vice-Chairman of the Board of Directors shall perform all the duties of the Chairman and so acting shall have all the powers of and be subject to all restrictions upon the Chairman. The Vice-Chairman may perform such other duties as from time to time may be assigned to him by the Board of Directors, the Executive Committee or the Chairman.

7. **The President**. The President shall be the chief operating officer of the Association and shall have general and active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction of the Chairman of the Board and the control of the Board. The President in conjunction with the Chairman shall hire and fix the compensation of any and all employees necessary for the conduct of the business of the Association; provided, however, that the salary and compensation of the President shall be determined by the Board of Directors in conjunction with the Chairman of the Board. At the request of the Chairman and Vice-Chairman of the Board, or if the Chairman and Vice-Chairman of the Board shall not be present, the President shall perform the duties of the Chairman of the Board and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board.

The President shall attend all meetings of the members, the Board of Directors and the Executive Committee and may attend meetings of all other Committees established by the Board of Directors, but shall not have a vote at any such meeting unless he shall otherwise be a member, a director or member of such Committee. The President shall report to the Board of Directors and shall freely consult with the Board concerning the activities of the Association. The President shall have the power to sign alone, unless the Board of Directors shall otherwise specify, all contracts in the name of the Association, authorized either generally or specifically by the Board. He shall perform such further duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board of Directors or by the Executive Committee.

8. **Vice-Presidents**. At the request of the Chairman, the Vice-Chairman and the President, or in their absence, at the request of the Board of Directors, the Vice-Presidents designated by the Board of Directors shall, in order of seniority, perform all the duties of the Chairman and the President and so acting shall have all the powers of and be subject to all restrictions upon the Chairman and the President. Any Vice-President may perform such other duties as from time to time may be assigned to him by the Board of Directors, the Executive Committee, the Chairman or the President.

9. **The Treasurer.** The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Association; regularly enter or cause to be entered in books to be kept by him or under his direction, full and adequate account of all moneys received and paid for on account of the Association; have the right to require, from time to time, reports or statements giving such information as he may desire with respect to any and all financial transactions of the Association from the officers or agents transacting the same; render to the Chairman, the President, the Board of Directors and the Executive Committee, whenever required of him so to do, an account of the financial condition of the Association and of all his transactions as Treasurer; and, in general, perform all the duties as from time to time may be assigned to him by the Chairman, the President, the Board of Directors or the Executive Committee.

10. **The Secretary.** The Secretary shall act as Secretary of all meetings of the Board of Directors and of the Executive Committee and of the members of the Association, and shall keep

the minutes thereof in the proper book or books to be provided for that purpose; he shall see that all notices required to be given by the Association are duly given and served; he shall be custodian of the seal of the Association and shall affix the seal or cause it to be affixed to all documents the execution of which on behalf of the Association under its corporate seal is duly authorized in accordance with the provisions of these By-laws; he shall have charge of the books, records and papers of the Association relating to its organization and management, and shall see that the reports, statements and other documents required by statute are properly kept and filed; and shall, in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors, the Executive Committee, the Chairman or by the President.

11. **Assistant Treasures and Assistant Secretaries.** Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer and by the Secretary, respectively, or by the Board of Directors, the Executive Committee, the Chairman or the President.

12. **Compensation.** The compensation of the officers of the Association, if any, for their services as such officers shall be fixed from time to time by the Board. An officer of the Association shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Association, but any such officer shall not have any vote in the determination of the amount of compensation paid to him.

Article Nine

Dues

The Board of Directors shall establish the amount of annual dues and/or membership fees to be charged to members of the Association.

Article Ten

Indemnification

Except to the extent expressly prohibited by the New York Not-For-Profit Corporation Law, or any extension, renewal, amendment or modification thereof (as extended, renewed, amended or modified, the"Not-For-Profit Law"), the Association shall indemnify any person made, or threatened to be made a party to or called as a witness in or asked to provide information in connection with any pending or threatened action, proceeding, hearing or investigation, or any appeal therein (other than an action or proceeding by or in the right of the Association to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Association served in any capacity at the request of the Association, by reason of the fact that he or she is or was, or he or she is the executor, administrator, heir or successor of a person who is or was, a director or officer of the Association, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his or her conduct was unlawful.

Except to the extent expressly prohibited by the Not-For-Profit Law, the Association shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was, or he or she is the executor, administrator, heir or successor of a person who is or was, a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of any corporation of any type or kind, domestic or foreign, of any partnership, joint venture, trust, employee benefit plan or other enterprise, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein, if such director or officer acted, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Association, except that no indemnification under this paragraph shall be made in respect to (1) a threatened action, or a pending action which is settled or otherwise disposed of, or (2) any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

The termination of any civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not in itself create a presumption that any such director or officer did not act, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful.

No indemnification shall be made under this bylaw if a judgment or other final adjudication adverse to such person establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, and provided further that no such indemnification shall be required with respect to any settlement or other nonadjudicated disposition of any threatened or pending action or proceeding unless the Association has given its consent to such settlement or other disposition.

For purposes of this bylaw, the Association shall be deemed to have requested a director or officer of the Association to serve an employee benefit plan where the performance by such person of his or her duties to the Association also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan, and excise taxes assessed on a person with respect to an employee benefit plan pursuant to applicable law shall be considered indemnifiable expenses.

The Association shall advance or promptly reimburse, upon request of any person entitled to indemnification hereunder, all expenses, including attorneys' fees reasonably incurred in defending any action or proceeding in advance of the final disposition thereof, upon receipt of a written undertaking by or on behalf of such person to repay such amount if such person is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled.

Nothing in this bylaw shall limit or affect any other right of any person to indemnification or expenses, including attorneys' fees, under any statute, rule, regulation, certificate of incorporation, bylaw, insurance policy, contract or otherwise.

No elimination of this bylaw, and no amendment of this bylaw adversely affecting the right of any person to indemnification or advancement of expenses hereunder shall be effective until the sixtieth day following notice to such person of such action, and no elimination of or amendment to this bylaw shall deprive any person of his rights hereunder arising out of alleged or actual occurrences, acts or failures to act prior to such sixtieth day. The provisions of this paragraph shall supersede anything to the contrary in these By-laws.

The Association shall not, except by elimination or amendment of this bylaw in a manner consistent with the preceding paragraph, take any corporate action or enter into any agreement which prohibits, or otherwise limits the rights of any person to, indemnification in accordance with the provisions of this bylaw. The indemnification of any person provided by this bylaw shall continue after such person has ceased to be a director or officer of the Association and shall inure to the benefit of such person's heirs, executors, administrators and legal representatives.

The Association is authorized to enter into agreements with any of its directors, officers or employees extending rights to indemnification and advancement of expenses to such person to the fullest extent permitted by applicable law, or to provide such indemnification and advancement of expenses pursuant to a resolution of directors, but the failure to enter into any such agreement or to adopt any such resolutions shall not affect or limit the rights of such person pursuant to this bylaw. It is hereby expressly recognized that all directors and officers of the Association, by serving as such after the adoption hereof, are acting in reliance on this bylaw and that the Association is estopped to contend otherwise. Additionally, it is hereby expressly recognized that all persons who are directors or officers of the Association and also serve as directors, officers or employees of corporations which are subsidiaries or affiliates of the Association (or other entities controlled by the Association) are conclusively presumed to serve or to have served as such at the request of the Association and, unless prohibited by law, are entitled to indemnification under this bylaw.

A person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding shall be entitled to indemnification as authorized in the first and second paragraphs of this bylaw. Except as provided in the preceding sentence and unless ordered by a court, any indemnification under this bylaw, under any contract or otherwise, shall be made by the Association if, and only if, authorized in the specific case:

(1) By the Board of Directors acting by a quorum consisting of directors who are not parties to such action or proceeding upon a finding that the director or officer has met the standard of conduct set forth in the first or second paragraph of this bylaw, as applicable;

(2) If such a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs:

(a) By the Board of Directors upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the standard of conduct set forth in the first or second paragraph of this bylaw, as applicable, has been met by such director or officer; or

(b) By the members upon a finding that the director or officer has met the applicable standard of conduct set forth in the first or second paragraph of this bylaw, as applicable.

If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the members, the Association shall, not later than the next annual meeting of members, unless such meeting is held within three months from the date of such payment and, in any event, within fifteen months from the date of such payment, mail to its members of record at the time entitled to vote for the election of directors a statement specifying the action taken, or if the Association has no members, such statement shall be included in the records of the Association open to public inspection.

The Association may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the explicit power to indemnify such person against such expense, liability or loss under the Not-For-Profit Law.

For purposes of this bylaw, the term "Association" shall include any legal successor to the Association, including any corporation or other entity which acquires all or substantially all of the assets of the Association in one or more transactions.

In case any provision in this bylaw shall be determined at any time to be unenforceable in any respect, the other provisions shall not in any way be affected or impaired thereby, and the affected provision shall be given the fullest possible enforcement in the circumstances, it being the intention of the Association to afford indemnification and advancement of expenses to its directors and officers, acting in such capacities or in the other capacities specified in this bylaw, to the fullest extent permitted by law.

Article Eleven

Books

1. **Books**. There shall be kept at the office of the Association correct books of account of all the business and transactions of the Association, and a copy of these By-laws and also the membership lists of the Association, which shall be available to members of the Board during normal business hours.

2. **Inspection of Books**. The Board of Directors shall determine from time to time whether, and, if allowed, when and under what conditions and regulations the accounts and books of the Association (except such as may, by statute, be specifically open to inspection) or any of them, shall be open to the inspection of the members, and the members, the members' rights in this respect shall be restricted and limited accordingly.

Article Twelve

Seal

The Board of Directors shall provide a corporate seal which shall be in form of a circle and shall bear the full name of the Association and the year of its incorporation.

Article Thirteen

Fiscal Year

The Fiscal Year of the Association shall be fixed by the Board of Directors.

Article Fourteen

Amendments

These By-laws may be amended or repealed, or new By-laws may be adopted, at any annual or special meetings of the members of the Association, at a meeting at which a quorum is present, be a majority vote, in person or by proxy and entitled to vote on such action; provided, however, that the notice of such meeting shall have been given as provided in these By-laws, which notice shall mention that amendment or repeal of these By-laws, or the adoption of new By-laws, is one of the purposes of such meeting. These By-laws, may also be amended or repealed, or new By-laws may be adopted, by the majority of the entire Board at any meeting thereof provided that By-laws adopted by the Board will be submitted for approval by the members at the next following membership meeting.

Article Fifteen

Bonding

All officers and employees of the Association having discretionary authority over disbursal of the funds of the Association will be bonded under an appropriate fidelity bond.

Exhibit 3B-1

CHIP Certificate of Incorporation

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code

COPY REQUEST/CERTIFICATE OF STATUS RECEIPT

COLBY ATTORNEYS SERVICE CO., INC.
111 WASHINGTON AVE. #703
ALBANY NY 12210

DATE: 09/15/2023 **TRANSACTION NUMBER:** 202309150001580

ENTITY INFORMATION:

ENTITY NAME:	COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.
DOS ID:	205211
DATE OF INITIAL DOS FILING:	12/28/1966

REQUESTED SERVICES:	**NUMBER REQUESTED:**	**FEE:**
UNCERTIFIED COPY($5.00)	0	$0.00
CERTIFIED COPY($10.00)	4	$40.00
CERTIFICATE OF STATUS - SHORT FORM($25.00)		$0.00
CERTIFICATE OF STATUS - LONG FORM($25.00)		$0.00
EXPEDITED HANDLING		$25.00

TOTAL PAYMENTS RECEIVED:	$65.00
CASH:	$0.00
CHECK/MONEY ORDER:	$0.00
CREDIT CARD:	$0.00
DRAWDOWN ACCOUNT:	$65.00
REFUND DUE:	$0.00

REQUESTED COPY	**FILE DATE**	**FILE NUMBER**
CERTIFICATE OF INCORPORATION	12/28/1966	594235-5
CERTIFICATE OF TYPE	10/26/2006	061026000788
CERTIFICATE OF AMENDMENT	12/19/2006	061219000402
CERTIFICATE OF CHANGE	09/07/2016	160907000788

DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., File Number 160907000788 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on September 15, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100004313610 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

NEW YORK STATE OF OPPORTUNITY

Division of Corporations, State Records and Uniform Commercial Code

160907000788

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF CHANGE
OF

Community Housing Improvement Program, Inc.

(Insert Name of Domestic Corporation)

Under Section 803-A of the Not-for-Profit Corporation Law

FIRST: The name of the corporation is:
Community Housing Improvement Program, Inc.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The certificate of incorporation was filed by the Department of State on:
12/28/1966

THIRD: The change(s) effected hereby are: *(Check appropriate statement(s))*

☐ The county location, within this state, in which the office of the corporation is located, is changed to: ____________

☑ The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to read in its entirety as follows:

5 Hanover Square, Suite 1605, New York, NY 10004-2640

☐ The corporation hereby: *(Check One)*

- ☐ Designates ____________ as its registered agent upon whom process against the corporation may be served. The street address of the registered agent is: ____________
- ☐ Changes the designation of its registered agent to: ____________ The street address of the registered agent is: ____________
- ☐ Changes the address of its registered agent to: ____________
- ☐ Revokes the authority of its registered agent.

160907000 789

FOURTH: The change was authorized by the board of directors.

X________________________ Patrick J. Siconolfi
(Signature) (Name of Signer)

Executive Director
(Title of Signer)

CERTIFICATE OF CHANGE
OF

Community Housing Improvement Program, Inc.
(Insert Name of Domestic Corporation)

Under Section 803-A of the Not-for-Profit Corporation Law

Filer's Name: Donald Glassman, Esq.

Address: 5 Hanover Square, Suite 1605

City, State and Zip Code: New York, NY 10004-2640

NOTES:

1. The name of the corporation and its date of incorporation provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The Department of State recommends that all documents be prepared under the guidance of an attorney.
3. The certificate must be submitted with a $20 filing fee.

For Office Use Only

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED SEP 07 2016
TAX $______
BY: LMC

823

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., File Number 061219000402 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on September 15, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100004313609 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

F061219000402

CT-07

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF
COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

Under Section 803 of the Not-for-Profit Corporation Law

The undersigned, pursuant to Section 803 of the Not-for-Profit Corporation Law of the State of New York, hereby certifies:

1. The name of the corporation is Community Housing Improvement Program, Inc. (the "Corporation").

2. The certificate of incorporation of the Corporation was filed by the Department of State of the State of New York on December 28, 1966. The Corporation was formed pursuant to Article 10 of the Membership Corporation Law of the State of New York.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law of the State of New York and is a Type A corporation under Section 201 of said law.

4. Paragraph 5 of the certificate of incorporation of the Corporation, which sets forth the number of authorized directors, is hereby eliminated.

5. This amendment of the certificate of incorporation of the Corporation was authorized by a majority of the votes cast at a meeting of members, the affirmative votes cast in favor of the amendment being at least equal to the quorum, blank votes and abstentions not being counted in the number of votes cast.

6. The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the Corporation served upon said Secretary of State is 377 Broadway, New York, New York 10013.

IN WITNESS WHEREOF, the undersigned has subscribed this certificate and hereby affirms it as true under the penalties of perjury this 15th day of December, 2006.

Aaron Sirulnick, President and Director

00198360.WPD;

CT-07 CT-07

F 061219000402

CERTIFICATE OF AMENDMENT

OF

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

Under Section 803 of the Not-for-Profit Corporation Law

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED
DEC 19 2006
TAX $
BY:

Filed by:
Schlesinger, Gannon & Lazetera
499 Park Avenue
New York NY 10022
Cust Ref: 6808994CC

KING

2006 DEC 19 AM 11:26

2006 DEC 18 PM 4:22

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., File Number 061026000788 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on September 15, 2023.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

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F061026000788

CERTIFICATE OF TYPE OF NOT-FOR-PROFIT CORPORATION

OF

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

Under Section 113 of the Not-for-Profit Corporation Law

The undersigned, pursuant to Section 113 of the Not-for-Profit Corporation Law of the State of New York, hereby certifies:

1. The name of the corporation is Community Housing Improvement Program, Inc. (the "Corporation").

2. The certificate of incorporation of the Corporation was filed by the Department of State of the State of New York on December 28, 1966.

3. The Corporation was formed pursuant to Article 10 of the Membership Corporation Law of the State of New York.

4. The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the Corporation served upon said Secretary of State is 377 Broadway, New York, New York 10013.

5. Under Section 201 of the Not-for-Profit Corporation Law of the State of New York, the Corporation is a Type A not-for-profit corporation as defined in said law.

IN WITNESS WHEREOF, the undersigned has subscribed this certificate and hereby affirms it as true under the penalties of perjury this 24th day of October, 2006.

Aaron Sirulnick, President and Director

PATRICIA L. NATTER
Notary Public, State of New York
No. 4999198
Qualified in Nassau County
Commission Expires July 20, 2010

Patricia L. Natter

00198053.WPD;

CT-07 F061026000788 **CT-07**

CERTIFICATE OF TYPE OF NOT-FOR PROFIT CORPORATION

OF

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

Under Section 113 of the Not-for-Profit Corporation Law

FILED
2006 OCT 26 PM 3:00

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 26 2006
TAX $ ________
BY: ________

Filed by:
Schlesinger, Gannon & Lazetera
499 Park Avenue
New York, NY 10022

Cust Ref 6766092 CAS Kings

DRAWDOWN

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., File Number 594235-5 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on September 15, 2023.

Brendan C Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

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CERTIFICATE OF INCORPORATION

-of-

594235

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.,

[redacted]

(Pursuant to Article 10 of the Membership Corporation Law)

We, the undersigned, desiring to form a membership corporation pursuant to the provisions of the Membership Corporation Law of the State of New York, do hereby certify as follows:

1. The name of the proposed corporation is

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

[redacted]

2. The purposes for wh;ich the corporation is formed is to promote modifications in the Rent and Housing Statutes of the City of New York, and to ultimately achieve the end of rent control in the City of New York, and to improve the quality of housing in the City of New York, and to prevent the deterioration of the available supply of residential housing in the City of New York, and to prevent the spread of slum areas in and about the City of New York, and to do all those other activities to bring about better housing and better financial and business conditions in the City of New York, and to restore this City to the prominence of a business community in these United States.

3. The territory in which the operations of the corporation are principally to be conducted shall be the City of New York, and the State of New York, and wherever in the City and State the needs for improvement in housing and neighborhoods shall be required.

4. The City, Town and County in which the offices of the corporation shall be located is the City of New York, County of Kings.

5. The number of its directors shall be no less than three, and no more than ten.

6. The names and residences of the directors until the first annual meeting will be:

SARA R. SIKES, 57 Lincoln Road, Brooklyn, New York
JACOB KATZ, 1221 E. 54th Street, Brooklyn, New York
SELMA ASBYLL, 65-10 Avenue N, Brooklyn, N. Y.
HELEN ZWEIGBAUM, 153 Beaumont Street, Brooklyn, N. Y.
ROSE GELLER, 150 Lefferts Ave., Brooklyn, New York
HARRY SAMUELS, 498 E. 91st Street, Brooklyn, New York

7. That all the subscribers of the certificate are of full age; that at lease two-thirds of them are citizens of the United States; that at least one of them is a resident of the State of New York, and that of the persons named as directors, at least one is a citizen of the United States

CERTIFICATE OF INCORPORATION

-of-

594235

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.,

[redacted]

(Pursuant to Article 10 of the Membership Corporation Law)

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6. The names and residences of the directors until the first annual meeting will be:

SARA R. SIKES, 57 Lincoln Road, Brooklyn, New York
JACOB KATZ, 1221 E. 54th Street, Brooklyn, New York
SELMA ASBYLL, 65-10 Avenue N, Brooklyn, N. Y.

HELEN ZWEIGBAUM, 153 Beaumont Street, Brooklyn, N. Y.
ROSE GELLER, 150 Lefferts Ave., Brooklyn, New York
HARRY SAMUELS, 498 E. 91st Street, Brooklyn, New York

7. That all the subscribers of the certificate are of full age; that at least two-thirds of them are citizens of the United States; that at least one of them is a resident of the State of New York, and that of the persons named as directors, at least one is a citizen of the United States

X

and a resident of the State of New York.

8. That all meetings of the Board of Directors are to be held only within the State of New York.

IN WITNESS WHEREOF, we have duly executed this Certificate this 2nd day of December, 1966.

Sara R. Sikes (L.S.)
SARA R. SIKES

Jacob Katz (L.S.)
JACOB KATZ

Selma Asbyll (L.S.)
SELMA ASBYLL
SelmA ASHByll

Helen Zweigbaum (L.S.)
HELEN ZWEIGBAUM
Helen Zweigbaum

(L.S.)
ROSE GELLER

Harry Samuels (L.S.)
HARRY SAMUELS

STATE OF NEW YORK)
COUNTY OF KINGS) ss.:

On the 2nd day of December, 1966, before me personally came Sara R. Sikes, Jacob Katz, Selma Asbyll, Helen Zweigbaum, Rose Geller, and Harry Samuels to me known and known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they have executed the same.

WALTER COHEN
Notary Public, State of New York
No. 41-0693620 Qual. in Queens County
Commission Expires March 30, 1967

2

STATE OF NEW YORK)
COUNTY OF KINGS) ss.:

LEON A. KATZ, being duly sworn, deposes and says:

That he is attorney for Sara R. Sikes, Jacob Katz, Selma Asbyll, Helen Zweigbaum, Rose Geller, and Harry Samuels, the parties who have signed the certificate of incorporation.

That to the best of his knowledge or belief, no previous application for the incopporation of COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., had heretofore been made by said incorporators or any of them.

LEON A. KATZ

Subscribed to and sworn to
before me this 2nd day of
December, 1966.

WALTER COHEN
Notary Public, State of New York
No. 41-0693620 Qual. in Queens County
Commission Expires March 30, 1967

3

I, **HON. CHARLES J. BECKINELLA**

a Justice of the Supreme Court of the State of New York of the Second Judicial District, do hereby approve the foregoing certificate of incorporation of the COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC., and consent that the same be filed.

Charles J. Beckinella
Justice of the Supreme Court
2nd Judicial District

Dated: Brooklyn, New York
December 13, 1966

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COMMUNITY HOUSING
IMPROVEMENT PROGRAM, INC.
[redacted]

CERTIFICATE OF INCORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 28 1966
TAX $ none
FILING FEE $ 50
John P. Lomenzo
Secretary of State
By

P-24-Kings

LEON A. KATZ
26 Court Street
Brooklyn, New York

5

[redacted]

5/[illegible]

222

594235 — 5

COMMUNITY HOUSING
IMPROVEMENT PROGRAM, INC.
[redacted]

CERTIFICATE OF INCORPORATION

LEON A. KATZ
26 Court Street
Brooklyn, New York

5

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 28 1966
TAX $ none
FILING FEE $ 50

John P. Lomenzo
Secretary of State
By

P-24 Kings

Exhibit 3B-2

CHIP Amended and Restated Bylaws

Amended and Restated Bylaws of Community Housing Improvement Program, Inc.

ARTICLE ONE
INTRODUCTION

A. Definition of Bylaws. These bylaws constitute the code of rules adopted by the corporation for the regulation and management of its affairs.

B. Purposes. The purposes and objects of the corporation shall be to promote the common good and general welfare of the people of the City and State of New York by bringing about civic and business betterments and social improvements: to promote, improve, reform and modify the rent and housing statutes of the City and State of New York; to prevent the deterioration of the available supply of residential housing in the City and State of New York; to prevent the spread of slum areas; to promote the interests of the business community and of all the people; to actively participate in bringing about better housing and a better financial and business climate in the City and State of New York; and to generally restore the City and State of New York to prominence as a major residential and business community in these United States.

ARTICLE TWO
OFFICE

The location of the registered office of the corporation is 377 Broadway, New York, New York 10013. Such registered office shall be continuously maintained in the State of New York for the duration of this corporation, except that the board of directors may change the address of its registered office by duly adopted resolution and filing the appropriate statement with the State of New York.

ARTICLE THREE
MEMBERSHIP

A. Classes, Qualification and Manner of Admission of Members.

1. Voting Regular Members. The corporation shall have voting regular members who shall have all the rights and privileges of members of the corporation. Voting membership is open to any person who is an owner or operator of residential real estate, or a representative of any firm, association or corporation who is an owner or operator of residential real estate, and who is serving as a director of the corporation as hereinafter provided. Admission of voting regular members shall be determined by the board of directors.

2. Nonvoting Regular Members. The corporation shall have nonvoting regular members who shall have such rights and privileges as the board of directors establishes

by resolution but who shall have no right to vote. Nonvoting regular membership is open to any person, firm, association or corporation who is an owner or operator of residential real estate. Admission of nonvoting regular members shall be determined by the board of directors.

3. Nonvoting Associate Members. The corporation shall have nonvoting associate members who shall have such rights and privileges as the board of directors establishes by resolution but who shall have no right to vote. Nonvoting associate membership is open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Admission of nonvoting associate members shall be determined by the board of directors.

4. Founding Members. The corporation shall have founding members comprised of the persons who were the founding members of the corporation.

5. Other Nonvoting Members. The board of directors may, by resolution, establish one or more additional classes of nonvoting members of the corporation.

B. Membership Rights. All voting members shall be entitled to equal rights and privileges in the corporation. Nonvoting members shall have no right to vote. Nonvoting members shall have only such rights as are expressly stated by resolution of the board of directors to apply to nonvoting members, and the board of directors may change such provisions, without notice, and such changes may be retroactive.

C. Place of Members' Meetings. Meetings of voting members shall be held at the principal office or the registered office of this corporation in New York or at any other place within or without New York as provided by the voting members.

D. Annual Members' Meetings. The annual meeting of the voting members shall be held on such day and in such month as the board of directors determines. The annual meeting of the voting members shall have as one of its purposes the report of the activities of the corporation during the previous year and the election of directors.

E. Special Meetings of Members.

1. Special meetings of the voting members may be called by any one of the following:

a. the president;
b. the executive committee; or
c. a majority of the directors.

2. No business other than that specified as the purpose in the notice of the special meeting may be discussed or transacted at such special meeting.

F. Notice of Members' Meetings. Written notice, stating the place, day, and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, must be delivered not less than ten (10) nor more than fifty (50) days before the date of the members' meeting, either personally, by first-class mail or by facsimile (fax) by or at the direction of the president, the secretary, or other persons or members calling the meeting, to each member entitled to vote at such meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation, with postage prepaid.

G. Waiver of Notice of Members' Meeting. Notice of the time, place, and purposes of any meeting of voting members may be waived in writing, either before or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

H. Members' Meetings by Communications Equipment. Meetings of the voting members may be held through any communications equipment if all persons participating can hear each other and participation in a meeting pursuant to this paragraph shall constitute presence at such meeting.

I. Action by Members Without a Meeting. Any action which may be authorized or taken at a meeting of the voting members may be authorized or taken without a meeting and without notice by the affirmative vote or approval of, and in a writing signed by, all of the voting members. Any such writing shall be filed with or entered upon the records of the corporation.

J. Ratification. Any voting member not present at a meeting may ratify the validity and actions that took place in such meeting by signing a written document so indicating ratification. Such ratification shall be deemed to be an affirmative vote for every action taken in the meeting, unless otherwise specified in the writing. Such ratification shall also be deemed to constitute presence at such meeting.

K. Voting Rights of Members. Each voting member shall be entitled to one vote on each matter submitted to a vote of members.

L. No Voting by Proxy. No member may vote by proxy.

M. Quorum of Members. Ten (10) members entitled to vote shall constitute a quorum at a meeting of members. A majority of the voting members present at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by law, the articles of incorporation of this corporation or any provision of these bylaws.

N. Nontransferability of Membership. Membership in this corporation is nontransferable and nonassignable.

O. Termination of Membership. A member of any class may be removed only by an affirmative vote of at least two-thirds (2/3) of the directors and only for cause, acts inconsistent with membership, conviction of a felony, bankruptcy, death, dissolution, failure to pay dues or for such other reason as may be provided in these bylaws, and only after notice and an opportunity to be heard.

P. News Media and Others. No member shall speak for the corporation to the news media or anyone else without specific express authority from the board of directors.

ARTICLE FOUR
DIRECTORS

A. Definition of Board of Directors. The board of directors is that group of persons vested with the management of the affairs of this corporation subject to the law, the articles of incorporation and these bylaws.

B. Current Board. The board of directors currently acting as such at the date of adoption of these amended and restated bylaws shall continue to serve as such until their successors are elected at the first meeting of the voting members held following the adoption of these amended and restated bylaws.

C. Qualifications. The qualifications for becoming and remaining a director of this corporation are that the proposed director must be over the age of eighteen (18) years and must be a voting member.

D. Number of Directors. The board of directors shall be determined by the voting members and shall be comprised of not fewer than three (3) nor more than forty (40) directors.

E. Terms, Election and Removal of Directors.

1. At the first annual meeting of the voting members held following the adoption of these amended and restated bylaws, there shall be an election to elect a new board of directors with the following terms: one-third (1/3) of the elected board of directors shall have a term of one (1) year; one-third (1/3) of the elected board of directors shall have a term of two (2) years; and one-third (1/3) of the elected board of directors shall have a term of three years. Thereafter, each director shall be elected for a term of three (3) years. Each director shall hold office for the term for which he or she was elected and until a successor has been elected and qualified.

2. Directors shall be elected by a majority vote of the voting members.

3. A director may be removed from office for cause by an affirmative vote of at least two-thirds (2/3) of all voting members present at a special meeting called for that purpose when such action shall serve the best interests of this corporation. Such director shall be advised by certified mail of the charges at least fifteen (15) days before the date of the special meeting and shall be given an opportunity to present a defense to such charges.

F. Vacancies on the Board. Resignation of a director shall become effective immediately or on the date specified in the resignation, and a vacancy shall be deemed to exist as of such effective date. Any vacancy occurring in the board of directors, whether by resignation, removal, death or otherwise, shall be filled by the voting members. The new director elected to fill the vacancy shall serve for the unexpired term of the predecessor in office.

G. Place of Meetings of Directors. Meetings of the board of directors, regular or special, will be held at such place or places within or without New York as the board of directors designates by resolution duly adopted. In the absence of such a resolution, a meeting shall be held at the place specified in the notice of the meeting. Any meeting of the board of directors may be held simultaneously with a meeting of the voting members, as hereinbefore provided.

H. Annual Meetings of Directors. One meeting each year shall be designated the annual meeting of the board of directors at which officers will be elected. Written notice stating the place, day and hour of each regular meeting will be delivered to each director not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president or the secretary. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of this corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of, such meeting.

I. Notice of Special Meetings of Directors. Written notice stating the place, day and hour of any special meeting of the board of directors will be delivered to each director not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, or the secretary, or the persons calling the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of this corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of, such meeting.

J. Call of Special Meetings of Directors. A special meeting of the board of directors may be called by any of the following:

1. the president;
2. the executive committee; or
3. a majority of the directors.

K. Waiver of Notice of Directors' Meeting. Notice of the time, place and purposes of any meeting of directors may be waived in writing, either before or after the holding of such meeting, by any director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

L. Directors' Meetings by Communications Equipment. Meetings of the directors may be held through any communications equipment if all persons participating can hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence at such meeting.

M. Action by Directors Without a Meeting. Any action which may be authorized or taken at a meeting of the directors may be authorized or taken without a meeting and without notice by the affirmative vote or approval of, and in a writing signed by, all of the directors. Any such writing shall be filed with or entered upon the records of the corporation.

N. Ratification. Any director not present at a meeting may ratify the validity and actions that took place in such meeting by signing a written document so indicating ratification. Such ratification shall be deemed to be an affirmative vote for every action taken in the meeting, unless otherwise specified in the writing. Such ratification shall also be deemed to constitute presence at such meeting.

O. No Voting by Proxy. No director may vote by proxy.

P. Quorum of Directors. Ten (10) directors shall constitute a quorum at a meeting of the board of directors. The vote of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, by the provisions of the articles of incorporation, or by these bylaws.

Q. News Media and Others. No director shall speak for the corporation to the news media or anyone else without specific express authority from the board of directors.

ARTICLE FIVE
OFFICERS

A. Roster of Officers. The officers of this corporation shall consist of the following:

1. One (1) President;
2. Not more than five (5) Vice Presidents;
3. One (1) Secretary;
4. One (1) Treasurer;

5. One (1) Chairman; and
6. Not more than five (5) Vice Chairmen.

In addition, the board of directors may elect such assistant officers and other officers as they decide.

B. Election of Officers. Each officer must be a director of the corporation. An election of officers of this corporation shall be held annually by the voting members. Each officer shall hold office for a term that is equal to his or her term as a director and shall remain in office for the term for which he or she was elected and until a successor has been elected and qualified. Such election shall take place at the annual meeting of the directors. The nominee for the office receiving a majority of the votes shall be determined to be the winner. The officers currently acting as such at the date of adoption of these amended and restated bylaws shall continue to serve as such until their successors are elected at the first meeting of the directors held following the adoption of these amended and restated bylaws.

C. Multiple Officeholders. In any election of officers, the board of directors may elect a single person to any two or more offices simultaneously, except that the offices of president and secretary must be held by separate individuals.

D. President. The president shall be the chief executive officer of this corporation and shall, subject to the control of the executive committee or board of directors, supervise the affairs of the corporation. The president shall conduct all meetings of the voting members and of the board of directors. In addition, the president shall perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed by the executive committee or the board of directors.

E. Vice President. The vice president shall perform all duties and exercise all powers of the president when the president is absent or is otherwise unable to act. The vice president shall perform such other duties as may be prescribed by the executive committee or the board of directors.

F. Secretary. The secretary shall keep minutes of all meetings. The board of directors and the executive committee shall be the custodians of the corporate records, shall give all notices as are required by law or by these bylaws and generally shall perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation or by these bylaws, or which may be assigned by the executive committee or board of directors.

G. Treasurer. The treasurer shall have custody of all funds of this corporation, shall deposit the funds as required by the board of directors or executive committee, shall maintain adequate and correct accounts of the corporation's properties and business transactions, shall render reports and accountings to the board of directors, to the executive committee and to the voting members as required by the board of directors, the executive committee or by law and shall perform in general all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation or by these bylaws, or which may be assigned by the executive committee or the board of directors.

H. Executive Director. The board of directors may elect an executive director to be the chief administrative officer of the corporation and, subject to the authority of the board of directors, executive committee and president, to have general supervision over the activities and the operations of the corporation.

I. Vacancies. Resignation of an officer shall become effective immediately or on the date specified in the resignation, and a vacancy shall be deemed to exist as of such effective date. Any vacancy occurring, whether by resignation, removal, death or otherwise, shall be filled by the board of directors. The new officer elected to fill the vacancy shall serve for the unexpired term of die predecessor in office.

J. Removal of Officers. Any officer may be removed by an affirmative vote of two-thirds (2/3) of all directors, whenever in their judgment the best interests of this corporation shall be served.

K. Bonds. An officer shall give such bond for the faithful discharge of the duties of the office held by such officer and in such sum and with such surety as the board of directors may require.

ARTICLE SIX
EXECUTIVE COMMITTEE

A. Existence. There shall be an executive committee of this corporation.

B. Members of Executive Committee. The officers of the corporation, and such other regular members as the officers may select, shall be the members of the executive committee.

C. Powers of Executive Committee. The executive committee shall nominate directors and shall elect an advisory board of not more than twenty (20) regular members. In addition, the executive committee may exercise all powers as determined by the board of directors. The executive committee may meet at stated times or on notice to all by any of their own number. It may fix its own rules of procedure. Six (6) members of the executive committee shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary in every case.

ARTICLE SEVEN
OTHER COMMITTEES

A. Appointment of Committees. The president may designate and appoint one or more committees and delegate to such committees specific and prescribed authority. Members and chairpersons of the committees shall be selected in the same manner as members and chairpersons are selected for the standing committees. However, no such committee shall have the authority of the board of directors or executive committee in reference to or affecting any of the following:

1. Submission to members of any action for which the approval of members is required under law;

2. Filling of vacancies on the board of directors or executive committee or other committees;

3. Adoption, amendment or repeal of the bylaws;

4. Adoption, amendment or repeal of any resolution of the board of directors or executive committee; or

5. Action on matters committed by the bylaws or resolution of the board of directors to another committee.

B. Standing Committees.

1. The corporation may have one or more standing committees as may be adopted by resolution of the board of directors, including, without limitation, a major events committee, a finance/office management committee, a legal/govemment affairs committee, a newsletter/publications/website committee, a membership committee and a education/seminars committee.

2. Committee chairpersons shall be appointed by the president of the corporation with the approval of the board of directors or executive committee. Members of each committee shall be selected by the president or committee chairperson with the approval of the board of directors or executive committee. Each committee shall have at least three (3) members (including the chairperson).

ARTICLE EIGHT
INITIATION FEES AND DUES

A. Initiation Fees. Initiation fees may be determined by the board of directors. Initiation fees may differ between classes, types and categories of membership.

B. Dues. Dues shall be determined by the board of directors. Dues may differ between classes, types and categories of membership.

C. Taxes. It shall be the obligation of each member to pay any sales tax or similar charge, fee or fine levied by the government on any initiation fee, dues or other amount due to the corporation from the member.

D. Remedies for Delinquent Payment. Any member who fails to pay any initiation fee, dues or any other amount due the corporation, together with any applicable taxes, within thirty (30) days from the date they are due shall be delinquent and shall, by resolution of the board of directors, be suspended from attending or taking part in any meetings and activities of the corporation. After suspension, if such delinquent amounts are not paid within sixty (60) days after written demand for payment, then the member shall be expelled from the corporation automatically and without further action. In such case, the member's membership in the corporation shall terminate. The board of directors has the power, but not the duty or obligation, to reinstate an expelled member upon payment of all amounts due plus such reasonable interest and administrative fine as determined by the board of directors. Notwithstanding the above, the board of directors may at any time, in its sole discretion, grant an extension of time to any member to pay an amount due the corporation. Failure to pay the amount due within the extended time shall subject the member to the above remedies.

ARTICLE NINE
OPERATIONS

A. Fiscal Year. The fiscal year of this corporation shall be chosen by the board of directors.

B. Books and Records. This corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and executive committee. The corporation shall keep at its registered office a membership register of the names, addresses, classes and other details of the membership of the corporation and the original or a copy of its bylaws, including amendments to date.

C. Inspection of Books and Records. All books and records of this corporation may be inspected by any voting member, director or officer or his or her agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating such purpose.

D. Nonprofit Operations. This corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income or assets of this corporation shall be distributed to its members, directors or officers. However, the corporation may contract in due course of business with members, officers or directors for services rendered.

E. No Loans. This corporation shall loan no money to any of its members, directors or officers.

F. No Vested Rights. No member of this corporation has any vested right, interest or privilege in or to the assets, income or property of the corporation.

ARTICLE TEN
INDEMNIFICATION

A. Indemnification. The corporation shall indemnify any person made a party, or threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding of the following types:

1. Third-Party Actions. Whether civil, criminal, administrative or investigative, other than one by or in the right of the corporation to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his or her capacity of director, officer, employee or agent of the corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees through appeal, actually and necessarily incurred as a result of such action, suit, or proceeding or any related appeal, if such person acted in good faith and in the reasonable belief that such action was in the best interests of the corporation, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such person did not act in good faith in the reasonable belief that such action was in the best interests of the corporation or that he or she had reasonable grounds for belief that such action was unlawful.

2. Derivative Actions. By or in the right of the corporation to procure a judgment in its favor by reason of his or her being or having been a director, officer, employee or agent of the corporation, against the reasonable expenses, including attorneys' fees through appeal, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with any related appeal, if such person acted in good faith and in the reasonable belief that such action was in the best interests of the corporation. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the corporation unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. Mandatory Indemnification. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in any defense of any claim, issue or matter in such a case, he or she shall be indemnified against the reasonable expenses, including attorneys' fees through appeal, actually and necessarily incurred by him or her in connection with such proceeding.

C. Procedure for Indemnification. If a determination is made that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth above, unless indemnification is ordered by the tribunal before which such action, suit, or proceeding is held, such determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding.

D. Expenses. The corporation shall pay expenses incurred in defending any action, suit or proceeding in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided above upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this section. This provision shall not be deemed to constitute a loan to such person.

E. Insurance. The corporation may purchase and maintain directors' and officers' liability insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation against liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such. The corporation may purchase and maintain other insurance on behalf of the corporation to provide a fund from which to pay the indemnification provided for in these bylaws. The corporation may purchase and obtain such insurance whether or not the corporation would have the power to indemnify against such liability.

F. Scope of Article. The corporation shall indemnify any person, if the requirements of the above sections are met, without affecting any other rights to which those indemnified may be entitled under any bylaws, agreement, vote of disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee or agent of the corporation and shall inure to the benefit of the heirs, executors and administrators of such a person. Each person who shall act as a representative of the corporation shall be deemed to be doing so in reliance upon such rights of indemnification as are provided in this section.

G. Immunity from Civil Liability. The provisions of the New York Not-For-Profit Corporation Law, as amended, providing for immunity of officers and directors of the corporation from civil liability under certain circumstances, shall apply to this corporation provided, however, that the law shall not apply to the extent that it reduces the indemnification available to an officer or director under these bylaws.

ARTICLE ELEVEN
CORPORATE SEAL

The corporation shall have a corporate seal containing the words: "Community Housing Improvement Program, Inc., a New York Not-For-Profit Corporation."

ARTICLE TWELVE
AMENDMENTS

These bylaws may be amended, altered or repealed by either of the following methods:

A. Written action without a meeting signed by all of the voting members; or

B. The affirmative vote of at least a majority of the voting members present at a meeting of voting members, the notice for which meeting shall include the substance of the proposed changes.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of Community Housing Improvement Program, Inc., a New York not-for-profit corporation, as in effect on the date hereof, and that the foregoing Bylaws were adopted as the corporation's Bylaws by the voting members of the corporation.

WITNESS my hand and the seal of the Corporation.

Dated: 11\27, 2006

Aaron Sirulnick, President and Director

Exhibit 3C-1

Surviving Corporation Certificate of Incorporation

RESTATED CERTIFICATE OF INCORPORATION

OF

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

Under Section 805 of the Not-for-Profit Corporation Law

The undersigned, being the Chairman of the Board of Rent Stabilization Association of N.Y.C., Inc., does hereby certify that:

1. The name of the corporation is Rent Stabilization Association of N.Y.C., Inc. (the "Corporation"). The name under which the Corporation was formed was Real Estate Industry Stabilization Association of N.Y.C., Inc.

2. The Certificate of Incorporation of the Corporation was filed by the New York Department of State on May 12, 1969. The Corporation was formed under the Membership Corporations Law of the State of New York. A Certificate of Change of Name was filed on August 13, 1969 amending the name of the Corporation, changing it to "Rent Stabilization Association of N.Y.C., Inc." A Certificate of Amendment of the Certificate of Incorporation was filed on June 7, 1984 amending the purposes of the Corporation. A Certificate of Change was filed on November 14, 1995 amending the service of process address of the Corporation. A Certificate of Merger was filed on the date this Amended and Restated Certificate of Incorporation was filed, which made effective the merger of Community Housing Improvement Program, Inc. with and into the Corporation, with the result that the Corporation is the surviving corporation.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and is a non-charitable corporation under Section 201 of said law.

4. The Certificate of Incorporation of the Corporation is hereby amended or changed to effect one or more of the amendments or changes authorized by the Not-for-Profit Corporation Law, and the amendments effected by this Restated Certificate of Incorporation are as follows:

    a. Paragraph FIRST of the Certificate of Incorporation, setting forth the name of the Corporation, is hereby amended in its entirety, and the full text of the amended paragraph is as follows:

        > FIRST: The name of the proposed corporation (the "Corporation") is New York Apartment Association, Inc.

b. Paragraph SECOND of the Certificate of Incorporation, setting forth the purposes of the Corporation, is hereby amended in its entirety, and the full text of the amended paragraph is as follows:

SECOND: The purposes for which the Corporation is formed are:

1. To unite owners of residential units in the City of New York in common organization and association as members of this Corporation.

2. To promote the interests of the members by considering and dealing with problems encountered by the owners of residential units in the City of New York.

3. To engage in and promote activities aimed at enabling the owners of residential units in the City of New York to conduct their business with the greatest efficiency and economy.

4. To disseminate information as to efficient methods of operating residential units in the City of New York and as to statutes and rules and regulations affecting residential units in the City of New York; in particular, residential units subject to the New York City Rent Stabilization Law of 1969, as amended.

5. To stimulate the interest of owners and the public generally, to preserve existing residential housing and improve their condition and encourage construction of residential housing in the City of New York.

6. To educate and provide information on available resources for services and assistance which is commonly required by owners of residential units.

7. To promote and facilitate considerations and expressions of opinions by its members upon issues affecting residential units in the City of New York and to present such opinions and recommendations to appropriate governmental bodies and agencies.

8. To assess and collect dues and solicit funds from its members for its corporate purposes.

9. To carry out functions delegated to it by the Rent Stabilization Law of 1969, as amended.

10. To assist and cooperate with federal, state and local departments, agencies and governmental organizations of every kind and with private organizations in furtherance of the purposes of the Corporation.

11. To do all such lawful acts and things necessary or proper to promote the general welfare of its members and to improve the economic condition of residential real estate in the City of New York and for the accomplishment of any of the objectives hereinabove set forth or which shall be recognized as proper and lawful objectives of an association of owners of residential units.

12. To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers, except as permitted under Article 5 of the Not-for-Profit Corporation Law.

The Corporation is organized exclusively for exempt purposes within the meaning of section 501(c)(6) of the Internal Revenue Code ("Code").

In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Section 202 of the Not-for-Profit Corporation Law.

c. Paragraph FIFTH of the Certificate of Incorporation, limiting the size of the Board, is hereby deleted in its entirety and replaced with a provision added as part of a previously filed certificate of amendment with respect to the designation of the Secretary of State as agent of the Corporation upon whom process against may be served, and such provision is hereby further amended to conform with the sample language provided by New York Secretary of State. The full text of the amended paragraph is as follows:

> FIFTH: The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is c/o The Rent Stabilization Association of N.Y.C., Inc., 123 William Street #12, New York, New York 10038-3804.

d. Paragraph SIXTH of the Certificate of Incorporation, naming the initial directors of the Corporation, is hereby deleted in its entirety and replaced with a new paragraph related to distribution of assets in the event of dissolution, which shall read as follows:

> SIXTH: Upon dissolution of the Corporation, the Board of Directors shall dispose of and distribute the assets remaining, after payment of all liabilities, exclusively for the purposes of the Corporation which are consistent with the Corporation's status as a tax-exempt organization under section 501(c)(6) of the Code, in such proportions and amounts and in such manner as the Board of Directors shall determine.

e. Paragraph SEVENTH of the Certificate of Incorporation, describing the subscribers to the Certificate of Incorporation, is hereby deleted in its entirety. Paragraph EIGHTH of the Certificate of the Incorporation, describing certain restrictions on the conduct of operations of the Corporation, is hereby renumbered as Paragraph SEVENTH, and the text is hereby amended in its entirety as follows:

> SEVENTH: Notwithstanding any other provision of this Certificate of Amendment, (a) the Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under section 501(a) of the Code as an organization described in section 501(c)(6) of the Code; and (b) the net earnings of the Corporation or any part thereof may not be distributed to or inure to the benefit of any private individual or a member, director or officer of the Corporation. However, nothing herein shall restrict the right of the Corporation to reasonably compensate any officer, director or member for services rendered to the Corporation or to reimburse any officer, director or member for expenses, disbursements or liabilities properly made or incurred, on account of that officer's, director's or member's service to the Corporation.
>
> Nothing contained in this certificate of incorporation shall authorize or empower the Corporation to perform or engage in any act or practice prohibited by section 340 of the General Business Law, or any other antimonopoly or antitrust statute of the State of New York.

5. The text of the Certificate of Incorporation of the Corporation is hereby restated as amended to read in its entirety as follows:

CERTIFICATE OF INCORPORATION

OF

NEW YORK APARTMENT ASSOCIATION, INC.

Under Section 803 of the Not-for-Profit Corporation Law

FIRST: The name of the corporation is New York Apartment Association, Inc. (the "Corporation").

SECOND: The purposes for which the Corporation is formed are:

1. To unite owners of residential units in the City of New York in common organization and association as members of this Corporation.

2. To promote the interests of the members by considering and dealing with problems encountered by the owners of residential units in the City of New York.

3. To engage in and promote activities aimed at enabling the owners of residential units in the City of New York to conduct their business with the greatest efficiency and economy.

4. To disseminate information as to efficient methods of operating residential units in the City of New York and as to statutes and rules and regulations affecting residential units in the City of New York; in particular, residential units subject to the New York City Rent Stabilization Law of 1969, as amended.

5. To stimulate the interest of owners and the public generally, to preserve existing residential housing and improve their condition and encourage construction of residential housing in the City of New York.

6. To educate and provide information on available resources for services and assistance which is commonly required by owners of residential units.

7. To promote and facilitate consideration and expressions of opinions by its members upon issues affecting residential units in the City of New York and to present such opinions and recommendations to appropriate governmental bodies and agencies.

8. To assess and collect dues and solicit funds from its members for its corporate purposes.

9. To carry out functions delegated to it by the Rent Stabilization Law of 1969, as amended.

10. To assist and cooperate with federal, state and local departments, agencies and governmental organizations of every kind and with private organizations in furtherance of the purposes of the Corporation.

11. To do all such lawful acts and things necessary or proper to promote the general welfare of its members and to improve the economic condition of residential real estate in the City of New York and for the accomplishment of any of the objectives hereinabove set forth or which shall be recognized as proper and lawful objectives of an association of owners of residential units.

12. To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers, except as permitted under Article 5 of the Not-For-Profit Corporation Law.

    The Corporation is organized exclusively for exempt purposes within the meaning of section 501(c)(6) of the Internal Revenue Code ("Code").

    In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Section 202 of the Not-for-Profit Corporation Law.

THIRD: The territory in which the operations of the Corporation will principally be conducted is in the City of New York, State of New York.

FOURTH: The City, County and State in which the principal office of the Corporation is to be located is the City of New York, County of New York and State of New York.

FIFTH: The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the Corporation is c/o The Rent Stabilization Association of N.Y.C., Inc., 123 William Street #12, New York, New York 10038-3804.

SIXTH: Upon dissolution of the Corporation, the Board of Directors shall dispose of and distribute the assets remaining, after payment of all liabilities, exclusively for the purposes of the Corporation which are consistent with the Corporation's status as a tax-exempt organization under section 501(c)(6) of the Code, in such proportions and amounts and in such manner as the Board of Directors shall determine.

SEVENTH: Notwithstanding any other provision of this Certificate of Amendment, (a) the Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under section 501(a) of the Code as an organization described in section 501(c)(6) of the Code; and (b) the net earnings of the Corporation or any part thereof may not be distributed to or inure to the benefit of any private individual or a member, director or officer of the Corporation. However, nothing herein shall restrict the right of the Corporation to reasonably compensate any officer, director or member for services rendered to the Corporation or to reimburse any officer, director or member for expenses, disbursements or liabilities properly made or incurred, on account of that officer's, director's or member's service to the Corporation.

Nothing contained in this certificate of incorporation shall authorize or empower the Corporation to perform or engage in any act or practice prohibited by section 340 of the General Business Law, or any other antimonopoly or antitrust statute of the State of New York.

6. The Amended and Restated Certificate of Incorporation was authorized by majority vote of the regular members present at a duly called and held meeting. The affirmative votes cast in favor of such action was at least equal to the quorum.

____
Aaron Sirulnick
Chairman of the Board

CONFIDENTIAL

Exhibit 3C-2

Surviving Corporation Amended and Restated Bylaws

AMENDED AND RESTATED BYLAWS

OF

NEW YORK APARTMENT ASSOCIATION, INC.

(f/k/a RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.)

ARTICLE I. INTRODUCTION

Section 1.01 Definition of By-laws. These by-laws constitute the code of rules adopted by the corporation for the regulation and management of its affairs.

ARTICLE II. MEMBERSHIP

Section 2.01 Classes, Qualification and Manner of Admission of Members.

(a) Voting Members. The corporation shall have voting members who shall have all the rights and privileges of members of the corporation. Eligibility for voting membership is open to any person who is an owner or operator of residential real estate, or a representative of any firm, association or corporation who is an owner or operator of residential real estate. To maintain status as voting members, such members will be required to pay membership dues as defined and required by the corporation. Admission of voting members shall be determined by the board of directors ("Board" or "Board of Directors").

(b) Nonvoting Associate Members. The corporation may have nonvoting associate members who shall have such rights and privileges as the Board of Directors establishes by resolution, but who shall have no right to vote. Eligibility for nonvoting associate membership is open to any person, firm, association or corporation who is a vendor or contractor involved in the business of residential real estate. Any additional criteria for admission of nonvoting associate members shall be determined by the board of directors.

Section 2.02 Time and Place of Members' Meetings. Meetings of members shall be held at such time and place as shall be designated by the Board.

Section 2.03 Annual Members' Meetings. The annual meeting of the voting members shall have among its purposes the report of the activities of the corporation during the previous year and the election of directors and officers. The annual meeting shall be held on the first Wednesday after Labor Day each year unless otherwise designated by the Board.

Section 2.04 Special Meetings of Members.

(a) Special meetings of the voting members may be called by any one of the following:

(i) the Chair;

(ii) the Executive Committee;

(iii) voting members entitled to cast ten percent (10%) of the total number of votes entitled to be cast at such meeting; or

(iv) a majority of the directors.

No business other than that specified as the purpose in the notice of the special meeting may be discussed or transacted at such special meeting.

Section 2.05 Notice of Members' Meetings. Written notice, stating the place, day, and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, must be delivered not less than ten (10) nor more than fifty (50) days before the date of the members' meeting, either personally, by first-class mail, by express mail or overnight courier, by facsimile (fax), or by electronic mail, at the direction of the Chair, the Secretary, or other persons or members calling the meeting, to each member entitled to vote at such meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation, with postage prepaid.

Section 2.06 Waiver of Notice of Members' Meeting. Notice of the time, place, and purposes of any meeting of voting members may be waived in writing or electronically, either before or after the holding of such meeting, by any voting member, which writing shall be filed with or entered upon the records of the meeting. If waiver of notice is given electronically, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the voting member. Where any member attends any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice of such meeting shall be deemed to be waived by him or her.

Section 2.07 Members' Meetings by Communications Equipment. Meetings of the voting members may be held through any communications equipment if all persons participating can hear each other and participation in a meeting pursuant to this paragraph shall constitute presence at such meeting. Meetings conducted partially or solely by means of electronic communications shall be subject to such guidelines and procedures as the Board adopts, provided the Board shall implement reasonable measures to: (1) verify that each person participating electronically is a member or a proxy of a member; (2) provide each member participating electronically with a reasonable opportunity to participate in the meeting, including an opportunity to propose, object to, and vote upon a specific action to be taken by the members, and to see, read or hear the proceedings of the meeting substantially concurrently with those proceedings; and (3) record and maintain a record of any votes or other actions taken by electronic communication at the meeting.

Section 2.08 Action by Members Without a Meeting. Any action which may be authorized or taken at a meeting of the voting members may be taken without a meeting upon the consent of all of the voting members entitled to vote thereon, which consent shall set forth the action so taken. Such consent may be written or electronic. If written, the consent must be executed by the voting member or the voting member's authorized officer, director, employee or agent by signing such consent or causing his or her signature to be affixed to such consent by any reasonable means including but not limited to facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail or other electronic means and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the voting member.

Section 2.09 Voting Rights of Members at Members Meetings. On each matter submitted to a vote at a meeting of the voting members, each voting member shall be entitled to one (1) vote per unit of housing for which membership dues have been paid for that year.

Section 2.10 Voting by Proxy. Only matters submitted to a vote of all voting members may be voted on by proxy.

Section 2.11 Quorum of Members and Action by Members.

(a) Quorum. At all meetings of the members, except as otherwise provided by law or by the corporation's certificate of incorporation, the members entitled to cast not less than thirty percent (30%) of the total number of votes entitled to be cast, present in person or by proxy and entitled to vote thereat, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority in voting power of the members present in person or by proxy and entitled to vote thereat may adjourn the meeting from time to time and from place to place until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

(b) Action at a Member Meeting. For the vote required in the election of directors, see Section 3.05 (Direction Election) hereof. Any other action shall be authorized by a majority of the voting power cast in person or by proxy at a meeting at which a quorum is present, unless a greater proportion is required by law, the certificate of incorporation of this corporation or any provision of these bylaws.

Section 2.12 Nontransferability of Membership. Membership in this corporation is nontransferable and nonassignable.

Section 2.13 Termination of Membership. Except as otherwise provided in Section 8.03 (Remedies for Delinquent Payment) hereof, a member of any class may be removed only by an affirmative vote of at least two-thirds (2/3) of all directors of the corporation and only for cause, acts inconsistent with membership, conviction of a felony, bankruptcy, death, dissolution, failure to meet the criteria for membership, conduct which is, in the judgment of the Board, detrimental to the interests of the corporation or for such other reason as may be provided in these bylaws, and only after notice and an opportunity to be heard.

Section 2.14 News Media and Others. No member shall speak on behalf of the corporation to the news media or anyone else without specific express authority from the Board of Directors.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01 Powers of Board. Powers of Board of Directors. Except as otherwise provided in the certificate of incorporation, these Bylaws, or applicable law, the Board of Directors (the "Board") shall have the general power to control and manage the affairs and property of the corporation and shall have full power to adopt rules and regulations governing the conduct of the corporation's affairs and actions of the Board; provided, however, that the Board shall be guided at all times by the fundamental and basic purposes of the corporation as expressed in the certificate of incorporation, and shall not permit any part of the net earnings or capital of the corporation to inure to the benefit of any private individual except as permitted under the Internal Revenue Code of 1986, as amended, and applicable state law.

Section 3.02 Qualifications. The qualifications for becoming and remaining a director of this corporation is that the proposed director must be over the age of eighteen (18) years, must be a voting member (as defined herein in ARTICLE II (Membership)).

Section 3.03 Number of Directors. The Board of Directors shall be determined by the voting members and shall be comprised of not fewer than eleven (11) directors.

Section 3.04 Terms, Election and Removal of Directors.

(a) Staggered Terms. In order to establish staggered terms, at the first annual meeting of the voting members held following the adoption of these amended and restated bylaws, the directors shall be divided as equally as possible into three (3) groups, and elected with the following terms: one-third (1/3) of the elected Board of Directors shall have a term of one (1) year; one-third (1/3) of the elected Board of Directors shall have a term of two (2) years; and one-third (1/3) of the elected Board of Directors shall have a term of three years. Thereafter, at the end of the third (3rd) annual meeting after a director's election, such director shall be elected for a term of three (3) years, or until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal. An effort shall be made to keep each class of directors of approximately equal size so that the terms of one-third of the Board expire each year, but the fact that classes are not equal in size shall in no way affect the validity of the constitution of the Board of Directors or of a director's election.

Section 3.05 Director Election. Directors shall be elected by a plurality of the voting power (by units) of the voting members.

Section 3.06 Director Removal.

(a) Director Removal by Voting Members Without Cause. A director may be removed from office, without cause, by an affirmative vote of at least two thirds (2/3rds) of the voting power (by units) of the voting members present at a special meeting called for that purpose.

(b) Director Removal by Voting Members For Cause. A director may be removed from office, for cause, by an affirmative vote of at least two thirds (2/3rds) of the voting power (by units) present at a special meeting of the voting members called for that purpose when such action shall serve the best interests of this corporation. In the case of any removal for cause, such director shall be advised by certified mail of the charges at least fifteen (15) days before the date of the meeting and shall be given an opportunity to present a defense to such charges.

Section 3.07 Vacancies on the Board. Resignation of a director shall become effective immediately or on the date specified in the resignation, and a vacancy shall be deemed to exist as of such effective date. Any vacancy occurring in the Board of Directors, whether by resignation, removal, death or otherwise, may be filled by a majority vote of the Board of Directors present at the meeting when the vote occurs. The new director elected to fill the vacancy shall serve for the unexpired term of the predecessor in office.

Section 3.08 Place of Meetings of Directors. Meetings of the Board of Directors, regular or special, will be held at such place or places within or without New York as the Board of Directors designates by resolution duly adopted. In the absence of such a resolution, a meeting shall be held at the place specified in the notice of the meeting. Any meeting of the Board of Directors may be held simultaneously with a meeting of the voting members.

Section 3.09 Annual and Regular Meetings of Directors. One meeting each year shall be designated the annual meeting of the Board of Directors at which officers will be elected by the directors and which shall take place on the same day as, and immediately follow, the annual membership meeting. Written notice stating the place, day and hour of each regular meeting will be delivered to each director not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally, by first-class mail, by express mail or overnight courier, by facsimile (fax), or by electronic mail by or at the direction of the Chair or the Secretary. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of this corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of, such meeting.

Section 3.10 Notice of Special Meetings of Directors. Written notice stating the place, day and hour of any special meeting of the Board of Directors will be delivered to each director not less than forty-eight (48) hours nor more than ten (10) days before the date of the meeting, either personally, by first class mail, by express mail or overnight courier, by facsimile (fax), or by electronic mail by or at the direction of the Chair, or the Secretary, or the persons calling the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of this corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of, such meeting.

Section 3.11 Call of Special Meetings of Directors. A special meeting of the Board of Directors may be called by any of the following:

(a) the Chair;

(b) the Executive Committee; or

(c) a majority of the directors.

Section 3.12 Waiver of Notice of Directors' Meeting. Notice of the time, place and purposes of any meeting of directors may be waived in writing, either before or after the holding of such meeting, by any director, which writing shall be filed with or entered upon the records of the meeting. Where any director attends any such meeting without protesting prior to or at the commencement of such meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting. Such waiver of notice may be written or electronic. If written, the waiver must be executed by the director signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means including but not limited to facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the director.

Section 3.13 Directors' Meetings by Communications Equipment. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment, including electronic video screen communication, allowing all persons participating in the meeting to hear each other at the same time and to participate in all matters before the Board. Participation by such means shall constitute presence in person at a meeting.

Section 3.14 Action by Directors Without a Meeting. Any action which may be authorized or taken at a meeting of the directors may be authorized or taken without a meeting and without notice by the affirmative vote or approval of, and in a writing signed by, all of the directors. Consents in writing may be executed by any reasonable means, including facsimile signature. If the consent is written, it must be signed by the director. If the consent is electronic (e.g., by email), it must include sufficient information from which it can reasonably be determined that the consent was authorized by the director. Any such writing shall be filed with or entered upon the records of the corporation.

Section 3.15 No Voting by Proxy. No director may vote by proxy.

Section 3.16 Quorum and Action of Directors. A majority of the entire Board of Directors shall constitute a quorum at a meeting of the Board of Directors. The vote of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required by law, by the provisions of the certificate of incorporation, or by these bylaws. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the by-laws so provide, notice of any adjournment of a meeting of the Board to another time or place shall be given to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

Section 3.17 News Media and Others. No director shall speak on behalf of the corporation to the news media or anyone else without specific express authority from the Board of Directors.

Section 3.18 Compensation. Directors shall not receive any compensation for their service on the Board. The Board may, however, provide by resolution that directors may be reimbursed upon written request for actual and necessary expenses which they incur in order to fulfill their duties as directors. Directors may also be paid reasonable compensation for services rendered to the corporation in another capacity, provided that such compensation is approved by the Board in accordance with the corporation's Conflict of Interest Policy.

ARTICLE IV. OFFICERS

Section 4.01 Roster of Officers Elected by Voting Members. The officers of this corporation shall consist of the following, each of whom shall be elected by the directors:

a) One (1) Chairperson ("Chair");
b) One (1) Vice Chair;
c) One (1) Secretary; and
d) One (1) Treasurer.

Section 4.02 Assistant and Other Officers Elected by Board. In addition, the Board of Directors may elect such assistant officers and other officers as they decide.

Section 4.03 Election of Officers; Term. Each officer must be a director of the corporation. An election of officers by the directors shall be held annually at the annual meeting of the Board of Directors. Each officer shall hold office for a term that is equal to his or her term as a director and shall remain in office for the term for which he or she was duly elected and until a successor has been elected and qualified or until his or her death, resignation or removal. The nominee for the office receiving a plurality of the votes cast shall be determined to be the winner.

Section 4.04 Multiple Officeholders. In any election of officers, the Board of Directors may elect a single person to any two or more offices simultaneously, except that the offices of Chair and Secretary must be held by separate individuals.

Section 4.05 Chair. The Chair shall, subject to the control of the Executive Committee or Board of Directors, have general supervision of the affairs of the corporation. In addition, the Chair shall perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed by the Executive Committee or the Board of Directors. The Chair shall preside at all meetings of the directors. He or she shall see to it that all resolutions and orders of the Board are carried into effect, and, in connection therewith, he or she shall be authorized to delegate to the other officers of the corporation such of his or her powers and duties as Chair at such times and in such manner as he or she may deem to be advisable. No employee of the Corporation may serve as the Chair, unless the Board approves such employee serving as Chair by a two-thirds vote of the entire Board and contemporaneously documents in writing the basis for the Board's approval; provided, however, that no such employee shall be considered an independent director as defined, and for the purposes set forth, in the New York Not-for-Profit Corporation Law (“N-PCL”).

Section 4.06 Vice Chair. The Vice Chair shall perform all duties and exercise all powers of the Chair when the Chair is absent or is otherwise unable to act. The Vice Chair shall also perform such other duties as may be prescribed by the Executive Committee or the Board of Directors. The Vice Chair shall assist the Chair in the general supervision of the affairs of the corporation and the implementation of resolutions and orders of the Board at such times and in such manner as the Chair or the Board deem to be advisable.

Section 4.07 Secretary. The Secretary shall keep minutes of all meetings or may designate another director or employee of the corporation to take minutes of the meetings at his or her discretion. The Secretary shall maintain or cause to be maintained all documents evidencing corporate actions taken by written consent of the Board, and shall give all notices as are required by law or by these bylaws and generally shall perform all duties incident to the office of Secretary and such other duties as may be required by law, by the certificate of incorporation or by these bylaws, or which may be assigned by the Executive Committee or Board of Directors.

Section 4.08 Treasurer. The Treasurer shall have custody of all funds of this corporation, shall deposit or cause to be deposited the funds as required by the Board of Directors or Executive Committee, shall maintain or cause to be maintained adequate and correct accounts of the corporation's properties and business transactions, shall render reports and accountings to the Board of Directors, to the Executive Committee and to the voting members as required by the Board of Directors, the Executive Committee or by law and shall perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the certificate of incorporation or by these bylaws, or which may be assigned by the Executive Committee or the Board of Directors.

Section 4.09 Vacancies. Resignation of an officer shall become effective immediately or on the date specified in the resignation, and a vacancy shall be deemed to exist as of such effective date. Any vacancy of an officer occurring, whether by resignation, removal, death or otherwise, shall be filled by the Board of Directors. The new officer elected to fill the vacancy shall serve for the unexpired term of the predecessor in office.

Section 4.10 Removal of Officers. Any officer elected or appointed by the Board may be removed from office by the Board, with or without cause, by an affirmative vote of at least two-thirds (2/3) of all directors of the corporation. In the case of any removal for cause, such officer shall be advised by certified mail of the charges at least fifteen (15) days before the date of the meeting and shall be given an opportunity to present a defense to such charges.

Section 4.11 Compensation. Officers shall not receive any compensation for their service to the corporation. The Board may, however, provide by resolution that officers may be reimbursed upon written request for actual and necessary expenses which they incur in order to fulfill their duties as officers. Furthermore, officers may be paid reasonable compensation for services rendered to the corporation in another capacity, provided that such compensation is approved by the Board in accordance with the corporation's Conflict of Interest Policy.

ARTICLE V. EXECUTIVE DIRECTOR AND EMPLOYEE COMPENSATION

Section 5.01 Executive Director. The Board of Directors may appoint an Executive Director to be the chief administrative officer of the corporation. The Executive Director shall not be deemed an officer of the corporation.

(a) Subject to any contrary or different responsibilities and authority which may be specified by the Board or set forth in any agreement between the corporation and the Executive Director, the Executive Director shall:

(i) have general supervision over the activities and the operations of the corporation.

(ii) hire and, subject to the approval of the Chair and Treasurer, fix the compensation, except his or her own, of any and all employees necessary to the business of the Corporation;

(iii) unless otherwise determined by the Board of Directors, attend all meetings of the voting members, the Board of Directors, and the Executive Committee and may attend meetings of all other Committees established by the Board of Directors, but shall not have a vote at any such meeting; and

(iv) report to the Board of Directors and shall freely consult with directors and Officers concerning the activities of the Corporation.

(b) Subject to Section 5.02 (Employee Compensation) hereof, the Executive Director's compensation and salary shall be determined by the Board of Directors. The Board may designate the Executive Director to execute contracts on behalf of the Corporation. Any Executive Director may be removed by the Board of Directors with or without cause.

Section 5.02 Employee Compensation. It is the policy of the corporation to pay no more than reasonable compensation that is commensurate with the services rendered to the corporation.

ARTICLE VI. EXECUTIVE COMMITTEE

Section 6.01 Existence. There shall be an Executive Committee which shall be a Committee of the Board and therefore subject to the provisions herein governing Committees of the Board.

Section 6.02 Members of Executive Committee; Other Attendees of Executive Committee Meetings.

(a) Members of Executive Committee; Maximum Number of Executive Committee Members. The Executive Committee shall include the officers of the corporation specifically named herein so long as they are directors with the power to vote ("Voting Directors"). The Executive Committee shall also include such other Voting Directors as the Board may elect, and shall not include directors (if any) serving in a non-voting capacity. The members of the Executive Committee may be elected by a majority of the Board of Directors present at the time of the vote, provided that in the case of a Board of thirty members or more, the appointment shall be made by at least three-quarters of the directors present at the time of the vote, if a quorum is present at that time. The Chair of the Board shall serve as the Chair of the Executive Committee. The Executive Committee shall not exceed twenty-nine (29) members in total.

(b) Other Attendees of Executive Committee Meetings. For the avoidance of doubt, only the Voting Directors referenced above in subsection (a) (Members of Executive Committee) of this Section may serve as members of the Executive Committee. Other individuals may be invited to Executive Committee meetings pursuant to the provisions set forth in Section 7.01(c) (Other Attendees of Meetings of Committees of the Board).

Section 6.02 Powers; Notice; Quorum; Action of the Executive Committee. Except as otherwise provided by law and in these Bylaws, the Executive Committee may exercise all the powers of the Board between meetings of the Board of Directors. The executive committee may meet at stated times or on notice to all members of the Executive Committee. Except as otherwise provided herein, the Executive Committee may fix its own rules of procedure. A majority of the membership of the Executive Committee shall constitute a quorum unless otherwise established pursuant to committee rules of procedure. The affirmative vote of a majority of the whole committee shall be necessary in every case. The Executive Committee shall notify the full Board of any actions it takes or decisions it made, other than those in the ordinary course of operations, within a reasonable time thereafter but in any event by the time of the next meeting of the Board of Directors.

ARTICLE VII. OTHER COMMITTEES

Section 7.01 Committees of the Board. Committees of the Board shall consist of three or more directors (including a committee chairperson and committee vice chairperson), as the business of the corporation may require, and each such committee shall have the authority of the Board to the extent provided in a Board resolution, the certificate of incorporation or these Bylaws, and as further limited by Section 7.03 (Authority of Committees) hereof.

(a) Appointments to Committees of the Board. The members of each Committee of the Board shall be selected by the Chair or the committee chairperson, with the approval of the Board or Executive Committee, except the members of the Executive Committee shall be appointed in accordance with ARTICLE VI (Executive Committee) hereof. Chairpersons of each Committee of the Board shall be appointed by the Chair with the approval of the Board or Executive Committee.

(b) Procedure of Committees of the Board. A majority of the members of each Committee of the Board shall constitute a quorum for the transaction of business, unless otherwise established pursuant to committee rules of procedure approved by the Board. Each Committee of the Board shall keep minutes of its meetings to submit to the Executive Committee and Board of Directors, and shall report to the full Board at the next Board meeting regarding any significant action which it takes or decisions that it makes.

(c) Other Attendees of Meetings of Committees of the Board. For the avoidance of doubt, only Voting Directors may serve on a Committee of the Board. Individuals who are not Voting Directors may be invited to attend or participate in deliberations at Committees of the Board meetings, but such persons may not vote or be counted in determining a quorum at such meetings.

Section 7.02 Committees of the Corporation. In addition to Committees of the Board, the Board may establish Committees of the Corporation to serve at the pleasure of the Board and to perform tasks assigned by the Board. Committees of the Corporation shall act in an advisory capacity and shall have no authority to act on behalf of the Board or to bind the Board.

(a) Appointments to Committees of the Corporation. Committees of the Corporation may consist of any number of persons which may include individuals who are not directors. The members of Committees of the Corporation may be appointed by the Chair or the committee's chairperson or as otherwise set forth in the Board's resolution establishing the committee. Unless otherwise chosen by the Board at the time of the appointment of members, the chairperson and vice chairperson of each Committee of the Corporation shall be selected by the Chair of the Board.

(b) Procedure of Committees of the Corporation. Except as otherwise provided by these bylaws, the Board or the Executive Committee, each Committee of the Corporation shall determine its own rules of procedure.

Section 7.03 Authority of Committees. As discussed herein, the Board shall have the power to create committees, each of which shall have such authority as the Board shall by resolution provide. However, no such committee shall have the authority of the Board of Directors or Executive Committee in reference to or affecting any of the following:

(a) Submission to members of any action for which the approval of members is required under law;

(b) Filling of vacancies on the Board of Directors or Executive Committee or other Committees of the Board; Adoption, amendment or repeal of the bylaws; Adoption, amendment or repeal of any resolution of the Board of Directors or Executive Committee; The election or removal of officers, directors or the Executive Director;

(c) The approval of a merger or plan of dissolution;

(d) The adoption of a resolution recommending to the voting members action on the sale, lease, exchange or other disposition of all or substantially all the assets of the corporation or, if there are no members entitled to vote, the authorization of such transaction; or

(e) The approval of amendments to the certificate of incorporation.

Section 7.04 Established Board Committees. The corporation shall have the following Committees of the Board, and the Board may, by resolution, establish other Committees of the Board. The responsibilities of each Committee of the Board shall be set forth in a committee charter.

(a) Executive Committee

(b) Audit Committee

(c) Finance Committee

(d) Nominating Committee

ARTICLE VIII. MEMBERSHIP DUES

Section 8.01 Membership Dues. Membership dues shall be determined by the Board of Directors. Dues may differ between classes, types and categories of membership.

Section 8.02 Taxes. It shall be the obligation of each member to pay any sales tax or similar charge, fee or fine levied by the government on any membership dues or other amount due to the corporation from the member.

Section 8.03 Remedies for Delinquent Payment. Any member who fails to pay any membership dues or any other amount due the corporation, together with any applicable taxes, within thirty (60) days from the date they are due shall be delinquent and shall, by resolution of the Board of Directors, be suspended from attending or taking part in any meetings and activities of the corporation. After suspension, if such delinquent amounts are not paid within sixty (120) days after a written demand for payment is issued to the member, then the member shall be expelled from the corporation automatically and without further action. In such case, the member's membership in the corporation shall terminate. The Board of Directors has the power, but not the duty or obligation, to reinstate an expelled member upon payment of all amounts due plus such reasonable interest and administrative fine as determined by the Board of Directors. Notwithstanding the above, the Board of Directors may at any time, in its sole discretion, grant an extension of time to any member to pay any such amount due the corporation. Failure to pay the amount due within the extended time shall subject the member to the above remedies.

ARTICLE IX. OPERATIONS

Section 9.01 Fiscal Year. By resolution of the Board, the fiscal year of the corporation shall be fixed, and from time to time may be changed, by the Board.

Section 9.02 Books and Records. The corporation shall keep as permanent records minutes of the proceedings of its members, Board of Directors and any Executive Committee and minutes or other records of any other committee with authority to act for the Board of Directors. The corporation shall maintain a copy of the following records at its principal office: (1) certificate of incorporation and all amendments to them currently in effect; (2) these By-Laws and all amendments to them currently in effect; (3) minutes and records described in this section; (4) a list of the names and addresses of all members and directors.

Section 9.03 Inspection of Books and Records. All books and records of this corporation may be inspected by any voting member, director or officer or his or her agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating such purpose. Such inspection shall take place at any of the corporation's offices, and none of the books and records may be removed from such office during the inspection.

Section 9.04 Nonprofit Operations. This corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income or assets of this corporation shall be distributed to its members, directors or officers. However, subject to the corporation's conflict of interest policy, the corporation may contract in due course of business with members, officers or directors for services rendered.

Section 9.05 No Loans. The corporation shall loan no money to any of its members, directors or officers.

Section 9.06 No Vested Rights. No member of this corporation has any vested right, interest or privilege in or to the assets, income or property of the corporation.

Section 9.07 Execution of Contracts. The Board may by resolution authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and may impose such restrictions or limitations on the authority as it may in its sole discretion determine are necessary or prudent.

Section 9.08 Checks, Drafts, etc. All checks, drafts and other orders for the payment of money out of the funds of the corporation, and all notes or other evidences of indebtedness of the corporation, shall be signed on behalf of the corporation in such manner as shall from time to time be determined by resolution of the Board.

Section 9.09 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

Section 9.10 Investments. The funds of the corporation may be retained in whole or in part in cash, or may be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities as the Board shall determine, in accordance with a Board approved investment policy.

Section 9.10 Principal Office and Other Offices. The principal office of the corporation shall be fixed, and may from time to time be changed, by resolution of the Board.

The corporation may also have offices at such other places as the Board may from time to time determine or the activities of the corporation may require.

ARTICLE X. INDEMNIFICATION

Section 10.01 Mandatory Indemnification. Unless clearly prohibited by law or Section 10.03 (Prohibited Indemnification) hereof, the corporation shall indemnify any person ("Indemnified Person") made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the corporation, by reason of the fact that he or she (or his or her testator or intestate), whether before or after adoption of this Section, (a) is or was a director or officer of the corporation, or (b) in addition is serving or served, in any capacity, at the request of the corporation, as a director or officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the corporation shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

Section 10.02 Discretionary Indemnification. Unless clearly prohibited by law or Section 10.03 (Prohibited Indemnification) hereof, the Board of Directors may approve indemnification as set forth in this Article or advancement of expenses as set forth in Section 10.04 (Advancement of Expenses) hereof, to a person (or the testator or intestate of a person) who is or was employed by the corporation or who is or was a volunteer for the corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken at the request of the corporation for any other corporation, partnership, joint venture, trust employee benefit plan or other enterprise.

Section 10.03 Prohibited Indemnification. The corporation may not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board of Directors in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. In determining whether and to what extent indemnification is proper, no director with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in such determination. If, (a) a quorum of disinterested directors is not obtainable, or (b) if a quorum of disinterested directors so directs, indemnification shall be made only if authorized by:

(a) the Board of Directors after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and that the standard of conduct in this Section (Prohibited Indemnification) has been met, or

(b) a finding by the voting members that indemnification is proper because the standard of conduct in this Section (Prohibited Indemnification) has been met.

Section 10.04 Advancement of Expenses. The corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the corporation, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the corporation, with interest, for any amount advanced in connection with a claim for which it is ultimately determined that he or she is not entitled to indemnification.

Section 10.05 Insurance. The corporation may, but is not required to, purchase Directors' and Officers' liability insurance if authorized by the Board of Directors. To the extent permitted by law, such insurance may insure the corporation for any obligation it incurs as a result of this Article or operation of law and it may insure directly the directors, officers, employees or volunteers of the corporation for liabilities against which they are not entitled to indemnification under this Article as well as for liabilities against which they are entitled to be indemnified by the corporation.

Section 10.06 Nonexclusive Rights. The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board of Directors is authorized to enter into agreements on behalf of the corporation with any director, officer, employee or volunteer providing such persons rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject in all cases to the limitations of Section 10.03 (Prohibited Indemnification) of this Article.

ARTICLE XI. CONFLICT OF INTERESTS

The Board shall adopt a conflict of interest policy, which shall define related party transactions and the circumstances that constitute a conflict of interest, as well as appropriate procedures for disclosure. The Board shall evaluate related party transactions and potential conflicts of interest in accordance with the conflict of interest policy.

ARTICLE XII. AMENDMENTS

Section 12.01 Amendments to Bylaws. Except as otherwise required by applicable law, (including, without limitation, any legal rules in effect regarding amendments to the number of directors constituting a quorum and amendments to the directors' votes needed for approval), these bylaws may be amended, altered or repealed by any of the following methods:

(a) Written action without a meeting signed by all of the voting members;

(b) The affirmative vote of at least a majority of the voting members present at a meeting of voting members at which a quorum is present; provided written notice of the proposal to amend and a copy of the proposed amendment shall be included in the notice of meeting;

(c) Written action without a meeting signed by all of the directors; or

(d) The affirmative vote of a majority of the directors present at a meeting of the Board at which a quorum is present; provided written notice of the proposal to amend and a copy of the proposed amendment shall be included in the notice of meeting.

Exhibit 4A

RSA Minutes, Resolutions (from Board of Directors, Special Committee, and Membership)

- Board Meeting Minutes/Resolutions: March 16, 2023, May 18, 2023, June 6, 2023, September 6, 2023, October 19, 2023, January 25, 2024, March 14, 2024
- Special Committee Meeting Minutes/Resolutions: January 17, 2024
- Member Meeting Minutes/Resolutions: April 2, 2024

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on March 16, 2023 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Michele Bengelsdorf
Kelly Farrell
Lenny Katz
Zachary Kerr
Michael Laub
Stephen Mangione
Roger Melzer
Mickey Napolitano
Robert Nelson
Adam Parkoff
Frank Ricci
Francine Schiff
Matthew Schmelzer
Bill Schur
Vito Signorile
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joseph Zitolo
Laurie Zucker

Guest: Barry Rudofsky

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the January 19, 2023 meeting of the Board.

ALBANY

Joseph Strasburg discussed and summarized the upcoming state budget and good cause eviction campaign.

RESOLUTIONS

Two resolutions were introduced at the meeting; the first resolution involved approving the exploration of a merger, acquisition, consolidation, or some other type of transaction between RSA and CHIP. Aaron Sirulnick and Roger Meltzer engaged in a robust exchange regarding the transaction and where that would leave SPONY, and Joseph Strasburg referenced the preparation of a memo for the Board members to review regarding the merger. The second resolution involved approving a joint campaign by CHIP and RSA to support a law providing for vacancy reset. Zachary Kerr presented on the campaign, and Aaron Sirulnick and Joseph Strasburg opined on the possibility of vacancy reset occurring in this and future legislative cycles. Written resolutions were presented to the Board for both the first and second resolutions referenced herein, and the Board voted unanimously to approve both resolutions. The written resolutions, as well as an informational provided by CHIP on the vacancy reset campaign, are annexed to these minutes and made a part thereof.

32-BJ

William Schur presented to the Board on the 32-BJ negotiations and where they ultimately landed, with an agreement that property owners have the option to reopen negotiations after one year has passed for whatever reason (arrears/housing court/collectability issues).

LEGAL

Olga Someras provided the Board with an update on pending legal matters RSA is involved in, including RSA's constitutional lawsuit and the favorable result in Casey v. Whitehouse Estates, a Court of Appeals case where we submitted an amicus brief on behalf of the real estate industry together with CHIP. Olga Someras also discussed the 27 Putnam case which involves the issue of accepting PHFL funds and whether this subjects the property to rent regulation forever. [redacted]

NEW BUSINESS

There being no further business, the meeting concluded at 2:00 P.M.

Sincerely,

Olga Someras

RESOLUTION OF
RENT STABILIZATION ASSOCIATION OF NYC, INC.

AT A MEETING OF THE BOARD OF DIRECTORS OF THE RENT STABILIZATION ASSOCIATION OF NYC, INC ("RSA"), HELD ON MARCH 16, 2023 AT 12:00 PM AT 123 WILLIAM STREET, 12TH FLOOR, NEW YORK, NY 10038, THE FOLLOWING MATTERS WERE PROPOSED:

RESOLVED, that to authorize RSA to retain attorneys, consultants, or other professionals in connection with the exploration of a possible merger, consolidation, or acquisition between RSA and the Community Housing Improvement Program ("CHIP");

RESOLVED, that to authorize payment(s) not to exceed $ 250,000 to cover fees, expenses and attorney fees for the foregoing said matters;

RESOLVED, that to authorize RSA to pay all currently outstanding and future expenses related to CHIP et al., v. New York ("the federal lawsuit"), including but not limited to all legal fees, public relations fees (i.e. Mercury Public Affairs) and any other ancillary or related fees, which will no longer be split with CHIP retroactively to September 2022;

RESOLVED, that RSA instruct its counsel on the federal lawsuit, Mayer Brown, to file a petition for certiorari with SCOTUS and forego seeking *en banc* review by the Second Circuit Court of Appeals;

Upon motion duly made, seconded and carried, this resolution was adopted. There being no further business before the Board, the Meeting was adjourned.

Aaron Sirulnick, Chairman

Michael Laub, Secretary

Lennard Katz, Treasurer

(SEAL)

RESOLUTION OF
RENT STABILIZATION ASSOCIATION OF NYC, INC.

AT A MEETING OF THE BOARD OF DIRECTORS OF THE RENT STABILIZATION ASSOCIATION OF NYC, INC ("RSA"), HELD ON MARCH 16, 2023 AT 12:00 PM AT 123 WILLIAM STREET, 12TH FLOOR, NEW YORK, NY 10038, THE FOLLOWING MATTERS WERE PROPOSED:

RESOLVED, that to authorize RSA to, together with CHIP and to be split between the two organizations 50/50, retain public relations professionals, lobbying professionals, consultants, or other professionals in connection with the introduction of a statewide bill that would permit landlords to reset the legal regulated rent of a rent stabilized apartment upon vacancy ("Vacancy Reset Campaign");

RESOLVED, that to authorize payment(s) on behalf of the RSA not to exceed $1,000,000 to cover fees, and expenses associated with the Vacancy Reset Campaign;

Upon motion duly made, seconded and carried, this resolution was adopted. There being no further business before the Board, the Meeting was adjourned.

Aaron Sirulnick, Chairman

Michael Laub, Secretary

Lennard Katz, Treasurer

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on May 18, 2023 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Michele Bengelsdorf
Mark Engel
Matthew Engel
Kelly Farrell
Mario Gaztambide
Alex Goldstein
Andrew Hoffman
Alexander Goldstein
Gary Jacob
Lennard Katz
Michael Kerr
Michael Laub
Jeffrey Manocherian
Roger Melzer
Howard Milstein
Mickey Napolitano

Robert Nelson
Adam Parkoff
Oscar Perez
Frank Ricci
Francine Schiff
Matthew Schmelzer
Bill Schur
Jimmy Silber
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joanna Wong
Joseph Zitolo
Laurie Zucker

Guest:
Seth Perlman, Esq.; Vivienne LaBorde; Arman Oruc; Carrie G. Siegrist; Kevin Walsh
Michael Fox

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the March 16, 2023 meeting of the Board.

RESOLUTION ADDING FRANCINE SCHIFF TO THE BOARD OF DIRECTORS

After discussion, it was moved, seconded and unanimously passed to add Francine Schiff to the RSA Board of Directors, and further that she will be added to the list of members who will up for election for a term commencing September 2023.

ACCEPTANCE OF RICHARD KALIKOW'S RESIGNATION

After discussion, it was moved, seconded and the Board unanimously passed a resolution to acknowledge and accept the resignation of Richard Kalikow. Roger Melzer pointed out that the Vice Chairman's position is now open.

MERGER

Aaron Sirulnick introduced Seth Perlman, who discussed the agenda items to be addressed today with respect to the merger, antitrust issues, corporate governance, and other related issues. He then introduced Vivienne LaBorde, who provided an overview of the merger process, an update on what has happened thus far in the process and referred to the process memorandum circulated to the Board. Arman Oruc was then introduced to the Board, who addressed antitrust issues and any potential liabilities related to Attorney General Antitrust Division review. Arman Oruc [redacted]

Jimmy Silber asked Arman Oruc [redacted] and he advised [redacted] Chris Athineos asked [redacted] and Arman Oruc/Seth Perlman [redacted] Chris Athineos asked if there is a benefit to having CHIP dissolve and have RSA remain, and Aaron Sirulnick responded that this is something that is still being considered as an alternative, however this is a determination that would need to be made solely by the CHIP Board and membership. Adam Parkoff asked if the board members are protected given the potential personal liability discussed by Vivienne and Arman, to which Aaron Sirulnick responded that RSA can have a cursory third party review the policy through an independent insurance consultant. Jimmy Silber asked [redacted] to which Arman Oruc responded [redacted]

Seth then turned to the Whistleblower and Conflict of Interest Policy, and after discussion it was moved, seconded and unanimously passed to adopt the polices. As the Board of Directors did not appoint anyone to be compliance officer under these policies specifically, the Board shall serve as Compliance Officer thereunder.

Aaron then discussed the proposed resolution to form a Special Committee for purposes of the exploring merger and the proposed Letter of Intent(annexed). Jimmy Silber expressed interest in being added to the Committee. Gary Jacob responded that not everyone can be on the Special Committee, and it is not reasonable to have, for example, 20 members on it. Jeffrey Manocherian expressed doubt that it would be proper to add any more people than the seven listed on the resolution. After discussion, it was moved, seconded and the Board unanimously passed the annexed written resolution creating a Special Committee. Additionally, the Board resolved to convert the upcoming Executive Committee meeting on June 6, 2023 to a full Board meeting for purposes of having the Special Committee present its recommendation regarding the letter of intent.

After discussion, it was moved, seconded, and passed to have PKF review the due diligence documents (with one abstention from Michael Kerr).

[redacted]

[redacted]

CITY HALL/RGB

Frank Ricci stated City Hall has been relatively quiet. There is a hearing coming up on a new requirement to inspect vacant units. He also stated that RSA is working on an op-ed regarding what happened at the RGB (politicians storming the stage at the last meeting). Michael Tobman discussed the preliminary ranges voted upon by RGB (2-5%, 4-7%) and stated that given what happened at the last meeting, RSA is asking its members register to testify via Zoom.

LEGAL

Olga Someras provided the Board with an update [redacted]

NEW BUSINESS

There being no further business, the meeting concluded at 2:00 P.M.

Sincerely,

Olga Someras

PROPOSED RESOLUTIONS

OF THE BOARD OF DIRECTORS

RENT STABILIZATION ASSOCIATION N.Y.C., INC.

WHEREAS, the Board of Directors (the "Board") deems it appropriate for RSA to explore proposals for a possible merger, acquisition or other business combination ("Proposal") with the Community Housing Improvement Program ("CHIP");

WHEREAS, a portion of the Board currently consists of directors who are also directors on CHIP's Board, and when the interests of RSA and CHIP diverge, such directors would reasonably be expected to face an inherent conflict of loyalties, and thereby be influenced by considerations other than the best interests of RSA;

WHEREAS, the Board has concluded that a special committee of the Board consisting of independent and disinterested directors ("Special Committee") should be established, authorized and empowered to review, evaluate and negotiate any Proposal and any alternative thereto, and make a recommendation to the Board on what, if any, course of action RSA should pursue;

WHEREAS, the Board believes that each of the directors, Aaron Sirulnick, Michael Laub, Gary Jacob, Lennard Katz, Mark Engel, Chris Athineos, and Michael Kerr, are disinterested or independent with respect to the evaluation of a Proposal and any alternative thereto in that none of them are directors on CHIP's Board, and none of them otherwise has a potential conflict of interest relating thereto;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 712 of the New York State Not-For-Profit Corporation Law ("NPCL"), a Special Committee (the "Committee") is hereby established.

RESOLVED FURTHER, subject to the limitations on delegating Board authority set forth in NPCL Section 712, the Board delegates to the Committee full corporate power and authority to represent the interests of RSA and its voting members (the "Voting Members") in connection with RSA's exploration of a Possible Transaction, including without limitation the following:

- preparing, soliciting, reviewing, evaluating and negotiating any Proposal and any alternative thereto (a "Potential Transaction");
- retaining and consulting with outside advisors, at RSA's expense, as to the viability and advisability of a Potential Transaction;
- consulting with the Voting Members as to the viability and advisability of a Potential Transaction;

- reporting to the Board regarding the Committee's recommendations concerning a Potential Transaction;

- engaging in or overseeing negotiations with respect to a Potential Transaction;

- determining whether any Potential Transaction is fair to, and in the best interests of, RSA and its Voting Members;

- approving or rejecting the terms and conditions of any Potential Transaction (and any definitive documentation with respect thereto) and, if approved, recommending that the Board approve such Potential Transaction; and

- taking such further actions as the Committee, in its sole discretion, shall deem necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of these resolutions.

RESOLVED FURTHER, that the Committee shall consist of seven (7) directors, and the following directors are hereby appointed to serve on the Committee:

Aaron Sirulnick

Michael Laub

Gary Jacob

Lennard Katz

Mark Engel

Chris Athineos

Michael Kerr

RESOLVED FURTHER, that Aaron Sirulnick is hereby elected Chairman of the Committee.

RESOLVED FURTHER, that the following rules and procedures shall govern the Committee:

- Committee meetings may be held at any place designated in the notice of meeting, or may be held by telephone or other communications equipment which enables all persons participating in the meeting to hear each other;

- a quorum for the conduct of business by the Committee shall consist of a majority of the Committee members;

- assuming a quorum is present at a Committee meeting, the affirmative vote of a majority of the Committee members present shall be the act of the Committee;

- the Committee may act by unanimous written consent in lieu of a Committee meeting; and
- Committee meetings shall be held on at least one (1) day advance notice (including email), provided that any Committee member shall be deemed to have waived any notice required by attending the meeting and not objecting to the failure to provide notice.

RESOLVED FURTHER, that the Committee may adopt such other rules and procedures relating to its function as it deems appropriate, to the extent not inconsistent with the NPCL and RSA's certificate of incorporation and bylaws.

RESOLVED FURTHER, that the officers, employees and agents of RSA be, and the same hereby are, directed to furnish the Committee all such information as the Committee may request and cooperate with the Committee in all respects.

RESOLVED FURTHER, that the Committee shall continue until further action of the Board or until the resignation of all its members.

Upon motion duly made, seconded and carried, this resolution was adopted.

Aaron Sirulnick, Chairman

Michael Laub, Secretary

Lennard Katz, Treasurer

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on June 6, 2023 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Michele Bengelsdorf
Kelly Farrell
Alexander Goldstein
Gary Jacob
Lennard Katz
Michael Laub
Roger Melzer
Mickey Napolitano
Frank Ricci
Francine Schiff
Matthew Schmelzer*
William Schur
Jimmy Silber
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joanna Wong
Joseph Zitolo
Laurie Zucker

Guest:
Seth Perlman, Esq.; Vivienne LaBorde;
Michael Fox; Alan Wasserman

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the May 18, 2023 meeting of the Board.

ACCEPTANCE OF RESIGNATIONS

It was moved, seconded, and the Board unanimously passed a resolution to acknowledge and accept the resignation of Matthew Engel, Andrew Hoffman, Mario Gaztambide, and Matthew Schmeltzer. *Matthew Schmeltzer left the meeting after the passage of this resolution.

DISCUSSION REGARDING LETTER OF INTENT AND VOTE ON RESOLUTION TO ACCEPT WITH CONFLICT OF INTEREST PROVISIONS

Aaron Sirulnick updated the Board regarding the meeting of the Special Committee and their unanimous recommendation to execute the letter of intent to explore merger with CHIP. Jimmy Silber and Roger Melzer asked Seth Perlman from Perlman and Perlman questions regarding next steps in the merger process. Laurie Zucker asked whether there are other options for a merger and what the effect would be regarding any responsibility on the part of RSA for CHIP liabilities, which Vivienne LaBorde from Perlman and Perlman addressed. Aaron responded to Roger Melzer's question regarding what happens once the merger is effectuated, i.e., will we keep RSA's EIN number, tax exempt status, employee structure, will there be new by-laws and will there be new members of the Board, by responding that the current plan is that RSA's EIN number and tax-exempt status would survive the merger, and that there would be new by-laws and new members of the Board to be voted in by whoever the new members of the merged organization will be.

It was moved, seconded, and the Board unanimously passed a resolution to approve the letter of intent (attached).

ALBANY

Joseph Strasburg updated the Board on his trip to Albany with Frank Ricci last week, and their meeting with various state senators regarding a number of issues including good cause eviction. Joe Strasburg expressed his opinion that good cause eviction will most likely not pass this session. He also mentioned the pair of bills that would address the aftermath of the *Regina* ruling and effectuate other changes to the RSL (S2980C and S2944B), to which Olga Someras provided a quick summary in response to Board member questions regarding the effect of these bills if they are to pass. Joe Strasburg also mentioned the op-ed by Hazel Dukes, which was significant in pointing out the downsides of a good cause eviction bill.

CITY HALL/RGB

Frank Ricci updated the Board on bills pending in the City Council, particularly Int-195A (issuing violations for vacant apartments) and Int. 352 (registration of vacant commercial and residential units), as well as the hearing last month on updating lead paint regulations to include abatement work to be done while tenants are in possession if they have children.

Michael Tobman updated the Board on the RGB process, and current media coverage. Michael Tobman also discussed the packet that was submitted this week to the RGB, and pointed out the unknowns with respect to the increases the Board is willing to vote for.

NEW BUSINESS

There being no further business, the meeting concluded at 1:15 P.M.

Sincerely,

Olga Someras

RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

June 6, 2023

Special Committee

WHEREAS, on May 18, 2023, the Board of Directors ("Board") of Rent Stabilization Association of N.Y.C., Inc. ("RSA") established, authorized and empowered a special committee of independent and disinterested directors (the "Special Committee") to review, evaluate and negotiate any proposal for a possible merger, acquisition or other business combination with Community Housing Improvement Program ("CHIP") ("Proposal") and any alternative thereto, and make a recommendation to the Board on what, if any, course of action RSA should pursue;

WHEREAS, during such meeting, the Board appointed the following directors to the Special Committee: Aaron Sirulnick, Michael Laub, Gary Jacob, Lennard Katz, Mark Engel, Christopher Athineos and Michael Kerr;

WHEREAS, during such meeting, (i) Michael Kerr disclosed that his company, Optimum Solutions Corp., provides vendor services to RSA, and that his son, Zachary Kerr is a director on CHIP's Board of Directors; and (ii) Mark Engel disclosed that his son, Matthew Engel, is a director on CHIP's Board of Directors;

WHEREAS, the Board desires to clarify that it does not deem these disclosures by Mr. Kerr and Mr. Engel to reveal material conflicts of interests that render them unable to objectively consider the advisability of a Proposal to RSA and its Members; and

WHEREAS, the Board therefore does not deem Mr. Kerr's and Mr. Engel's conflicts of interests as disabling with respect to (i) a Proposal, or (ii) their participation as independent and disinterested members of the Special Committee.

NOW, THEREFORE, BE IT:

RESOLVED, that the Board hereby determines that Mr. Kerr's and Mr. Engel's disclosures do not reveal disabling conflicts of interests with respect to (i) a Proposal, or (ii) their participation as independent and disinterested members of the Special Committee.

Letter of Intent

WHEREAS, it is proposed that RSA enter into a Letter of Intent with CHIP setting forth the parties' non-binding preliminary indication of interest in combining;

WHEREAS, Section 708 of the New York Not-For-Profit Corporation Law permits actions to be taken without a meeting of a committee of the Board only if all members of such committee consent to the action in writing; and

WHEREAS, the Chair of RSA's Board hereby attests to being in receipt of each Special Committee member's approval, in writing, of (i) the Letter of Intent and (ii) a recommendation that the Letter of Intent be approved by the Board.

NOW, THEREFORE, BE IT:

RESOLVED, that based upon all of the factors discussed at this meeting and preceding meetings of the Board, including the recommendation of the Special Committee and all other factors the Board deems relevant, the Board hereby determines the Letter of Intent is advisable and fair to and in the best interests of RSA and its Members;

RESOLVED, that the form, terms and provisions of the Letter of Intent, substantially in the form presented to the Board and attached hereto as Exhibit A, be, and hereby is, authorized and approved in all respects;

RESOLVED that the Chairman of RSA, (each, an "Authorized Officer") be, and each of them individually hereby is, authorized and empowered to execute and deliver, in the name and on behalf of the RSA, the Letter of Intent in substantially the form presented to the Board and attached hereto as Exhibit A, with such changes therein and additions, modifications and amendments thereto deemed reasonable and appropriate by the Special Committee prior to such execution and delivery; and

RESOLVED, that all other actions previously taken by any officer or director of RSA or its advisors or representatives in connection with the transactions contemplated by the foregoing are hereby approved, adopted, confirmed and ratified in all respects as the acts and deeds of RSA.

Aaron Sirotnick

Michael Laub

Lennard Katz

Exhibit A

Letter of Intent

PP DRAFT 5.23.23

Rent Stabilization Association of N.Y.C., Inc.
123 William Street
12th Floor
New York, NY 10038

______________, 2023

STRICTLY PRIVATE AND CONFIDENTIAL

Community Housing Improvement Program
5 Hanover Square, Suite 1605
New York, NY 10004

Dear [ ]:

We are pleased to deliver this letter, which sets forth the preliminary indication of interest of Rent Stabilization Association of NY, Inc. ("RSA") and Community Housing Improvement Program ("CHIP") in combining.

1. Proposed Transaction. Subject to the parties' respective due diligence investigation, the transaction being proposed is a merger of CHIP with and into RSA ("Proposed Transaction"). Upon closing (the "Closing"), RSA would be the "Surviving Corporation" of the merger.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

2. Definitive Agreement. The parties would proceed with negotiations and would aim to enter into a definitive agreement ("Definitive Agreement") as soon as practicable upon terms satisfactory to each party. The execution of any Definitive Agreement would be subject to the satisfactory completion of each party's due diligence investigation of the other, and would also be subject to approval by each party's Board of Directors.

Based upon the preliminary information currently known to the parties, it is proposed that the Definitive Agreement contain the provisions summarized below, which would be expressly subject to the negotiation and execution of a Definitive Agreement. This letter does not set forth all the matters upon which agreement must be reached in order for the Proposed Transaction to be consummated.

a. Name and Governance Structure. The Definitive Agreement would include the name of the Surviving Corporation and terms relating to its governance structure.

b. Directors' and Officers' Insurance. The Definitive Agreement would require that CHIP obtain a tail directors' and officers' insurance policy providing continuation of coverage of CHIP's policy.

c. Representations and Warranties. The Definitive Agreement would contain representations, warranties, and covenants customary in transactions of this type.

d. Conditions to Closing. The Definitive Agreement would provide that the Proposed Transaction would be subject to the satisfaction of various conditions that must be satisfied prior to Closing, which would include, but not be limited to, the following:

    i. The parties' satisfactory completion of legal, regulatory and accounting due diligence investigations;

    ii. receipt of approvals from the parties' respective Boards of Directors and voting members as required by law and under the parties' organizational documents;

    iii. receipt of approval from the Antitrust Bureau of the New York State Attorney General;

    iv. the receipt of any other required approvals from governmental authorities or other third parties, on terms satisfactory to the parties;

    v. there being no material adverse change (as would be defined in the Definitive Agreement) of CHIP; and

    vi. Other conditions to Closing customary for a transaction of this type.

3. Confidentiality; Access. The parties acknowledge that they have entered into a confidentiality agreement, dated April 12, 2023 (the "Confidentiality Agreement"). Except as otherwise provided herein, each party agrees that the information contained herein, and any information exchanged between the parties in connection with the proposed transaction shall be held confidential in accordance with the Confidentiality Agreement.

In connection with the parties' respective due diligence investigations, each party will afford the other party and its duly authorized representatives reasonable access during normal business hours to such party's premises, and to its personnel, advisors, contracts, books and records and other documents and data, subject to the Confidentiality Agreement.

4. Public Disclosure. The parties agree that no press release or public statement pertaining to this letter of intent will be made without the prior written consent of the other party.

5. Expenses. Each of the parties will bear its own expenses relating to the Proposed Transaction, whether or not a Definitive Agreement is signed and whether or not a Closing occurs.

6. Intent Only; Enforceability. Upon its acceptance by CHIP, this letter will evidence the parties' mutual desire to proceed with negotiations intended to carry out a transaction substantially in the manner outlined herein. However, neither party shall have any obligation to continue discussions or negotiations if such party determines that terminating such

discussions is in its best interests. Accordingly, either party may, in its sole discretion, abandon or terminate these discussions or any negotiations at any time or for any reason, without liability to the other party for costs or expenses of any sort incurred by the other party in pursuing the transactions contemplated hereby. Further, this letter does not bind either party to execute a Definitive Agreement or consummate any transaction, either on the terms outlined herein or on any other terms. Unless and until a Definitive Agreement is executed, neither party shall have any legally binding obligations as a result of this letter, except that the provisions of this paragraph, and paragraphs 3 (Confidentiality; Access), 4 (Public Disclosure), 5 (Expenses) and paragraph 7 (Miscellaneous) hereof shall be legally binding upon and enforceable against each of the parties hereto.

7. Miscellaneous.

   a. Governing Law; Venue. This letter of intent shall be governed by the laws of the state of New York, its rules of conflict of laws notwithstanding. The parties agree and consent to the exclusive jurisdiction of the courts of the State of New York in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this letter of intent.

   b. Authorization. Each of the undersigned parties represents and warrants that it is duly authorized to execute and deliver and perform its obligations under this letter of intent.

   c. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this letter of intent.

   d. Counterparts. This letter of intent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   e. Headings. The heading references herein are for convenience only, do not constitute a part of this letter of intent, and shall not limit or affect any provision hereof.

[CONTINUES ON NEXT PAGE]

If you accept and agree to the foregoing, please so indicate by signing a copy of this letter in the space provided below and returning it to us.

Very truly yours,

RENT STABILIZATION ASSOCIATION OF NY, INC.

By:________________________
Name:
Title:

Confirmed and agreed as of this___day of

_________, 202__:

COMMUNITY IMPROVEMENT HOUSING PROGRAM
By:____________________________
Name:
Title:

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on September 6, 2023 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Jessica Baran
Michele Bengelsdorf
Bill Crowell
Kelly Farrell
Gary Jacob
Lennard Katz
Roger Melzer
Mickey Napolitano
Robert Nelson
Frank Ricci
Francine Schiff
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joseph Zitolo
Laurie Zucker

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the June 6, 2023 meeting of the Board.

ANNUAL MEMBER MEETING

Aaron Sirulnick discussed the RSA annual meeting, which occurred immediately prior to this meeting of the Board, including the re-election of nine members to three-year terms ending in 2026. He then introduced RSA's newest elected Board Member, Jessica Baran from Rudin Management, to the rest of the Board.

[redacted]

CITY HALL

Frank Ricci updated the Board on Local Law 97 proposed regulations and discussed the exception under LL97 for buildings with 35% or more rent regulated apartments (laxer proscriptive measure requirements). Frank Ricci reported to the Board that RSA has been in discussion with DOB regarding these regulations.

Frank Ricci also brought up an issue raised by Robert Nelson regarding HPD violation issuance where landlords are denied access, and what if anything can be done to lobby HPD to require that tenants first contact the landlord and notify them that they need repairs before complaining to HPD. Robert Nelson discussed issues he is having obtaining MCI approval, where Legal Aid has advised tenants in his building to complain to 311 without first notifying the landlord in order to get violations placed in an effort to affect the MCI application.

DHCR

Joseph Strasburg, Frank Ricci, Olga Someras, and Bill Crowell discussed the *Regina* Bills (S2980C and S2943B), with Bill Crowell providing a summary of a timeline for when these bills might be delivered to the governor and what actions she may take once they are delivered, as well as outlining our efforts in opposition to these bills.

Frank Ricci discussed the RSA efforts re: DHCR's Useful Life Schedule, and informed the Board of an RSA meeting with DCHR a couple of months ago and our plans to follow up that meeting with another soon.

CONSTITUTIONAL LAWSUIT

There was a discussion of the SCOTUS lawsuit and the upcoming September 26, 2023 conference date, as well as conjecture as to how long after that date we may find out whether our petition was granted *certiorari*.

NEW BUSINESS

Adam Parkoff raised the issue of the problems with housing court operations, and Olga Someras provided a summary of an August 25, 2023 meeting with Chief Judge Wilson and Chief Administrative Judge Zayas regarding suggestions for more housing court judges and other personnel.

Roger Melzer asked whether there was an update on the merger, and Aaron Sirulnick expressed that for now, he would prefer to have conversations about the merger "off-line", but nonetheless the preparation for Attorney General review of the merger is underway.

There being no further business, the meeting concluded at 1:30 P.M.

Sincerely,

Olga Someras

MINUTES of the SPECIAL CLOSED meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on October 19, 2023 at 1:00 P.M.

PRESENT:

Chris Athineos
Jessica Baran
Michele Bengelsdorf
Helen Daniels
Mark Engel
Gary Jacob
Lennard Katz
Michael Laub
Jeffrey Manocherian
Roger Melzer
Mickey Napolitano
Robert Nelson
Oscar Perez
Francine Schiff
William Schur
Jimmy Silber
Aaron Sirulnick
Joanna Wong (left mid-meeting)
Joseph Zitolo
Laurie Zucker

After the RSA staff members were asked to leave, a special/closed meeting (no staff) was called to order by Aaron Sirulnick to talk about the potential merger with CHIP. Aaron explained to the Board that he would inform RSA staff about what was discussed at this closed meeting afterwards.

SOME MEMBERS RAISED CONCERNS ABOUT THE "RED FLAGS" ON CHIP FINDINGS IN THE REPORT

The Board discussed the PKF Report. Aaron expressed there were no surprises in the report. After much discussion it was agreed that the PDK auditors and the attorneys representing RSA in the merger would be available at a future meeting to answer questions about the report.

The Board will get the proposed structure of the new organization and bylaws for approval and will make a recommendation to all members to vote on.

There was some discussion about exploring alternate options for merging CHIP and RSA using other methods rather than a merger. One such option discussed was for CHIP to dissolve and for RSA to absorb them. There were pros and cons to each, however, the CHIP dissolution was a non-starter for CHIP so there was no point in pursuing it.

Chris Athineos wants PKF and attorneys to give RSA an opinion as to whether it is OK to merge. The Board discussed further. No resolution proposed.

Aaron Sirulnick asked the Board to give him authority to approve bills related to the merger of $100,000 or less going forward.

Jimmy Silber asked how much RSA has spent so far.

Aaron Sirulnick answered that on 3/16/23 the Board approved up to $250,000 in total and that's approximately what RSA has spent so far.
Mickey Napolitano asked how much the additional costs from the merger are expected to be.

The Board discussed the PKF Report and CHIP finances.
Joe Zitolo suggested that the Board approve a specific number for future merger expenditures.

Gary Jacobs made a motion to authorize Aaron Sirulnick and Lennard Katz to approve expenditures up to $100,000 each and $500,000 aggregate.

The motion was approved with five "No" votes – Chris Athineos, Jimmy Silber, Roger Melzer, Oscar Perez, and Helen Daniels.

Aaron Sirulnick states that the merger is not value-add for RSA, but one organization, one voice.

New Organization Structure

Hire search firm to find new president. Joe Strasburg will become a consultant. Joe Strasburg can contribute with political knowledge and connections.

Aaron Sirulnick asked for a motion to approve Foresight 20/20 to do an executive search. JEFF M. ASKED FOR CV OF FORESIGHT 20/20. AARON SAID THAT WILL BE PROVIDED TO WHOLE BOARD.

Joe Zitolo asked how the entity is going to run/new structure. Aaron Sirulnick responded that the new Board will be both boards combined. The Executive Board will be smaller to reflect various types of owners.

Lenny Katz informed the Board that the joint merger committee talked about a new dues structure that will be plus or minus $10 per unit with a minimum of $300-$500. The minimum will be transitioned for small owners over the course of 2-3 years.

Aaron Sirulnick made a motion to approve Foresight 20/20 to do a search for a new president. Motion carried with unanimous Board approval.

Joe Zitolo said that he wants to see a list of the executive board members. Aaron Sirulnick responded that he will provide.

There being no further business, the meeting concluded at 2:00 P.M.

Sincerely,

Lennard Katz
Treasurer

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on October 19, 2023 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Jessica Baran
Michelle Bengeldorf
Bill Crowell
Helen Daniels
Mark Engel
Kelly Farrell
Gary Jacob
Lennard Katz
Michael Laub
Jeffrey Manocherian
Roger Melzer
Mickey Napolitano
Robert Nelson
Adam Parkoff*
Oscar Perez
Frank Ricci
Francine Schiff
William Schur
Jimmy Silber
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joanna Wong
Joseph Zitolo
Laurie Zucker

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the September 6, 2023 meeting of the Board.

SUPREME COURT LAWSUIT

Joseph Strasburg expressed disappointment that our lawsuit was denied certiorari. The Board discussed the likelihood of whether the other two cases currently pending before SCOTUS (Pinehurst and 335-7 LLC) still have a chance of having certiorari granted. Aaron Sirulnick informed the board that Andy Pincus' conjecture is that cert may be denied but one of the justices may be drafting a dissent.

Joseph Strasburg and Aaron Sirulnick discussed setting up a zoom with Andy Pincus to answer and address member questions regarding our lawsuit.

Aaron Sirulnick informed the Board that he and Zach Kerr have a conversation with Andy Pincus regarding any balances left due to our attorneys (estimated to be around $200,000 or so); Jimmy Silbert asked how much has been spent in total on the lawsuit, which Maria Aguas estimated to be around $3M by both organizations.

In terms of legal options still available to us, Joseph Strasburg stated his opinion that we have to wait and see what happens with Pinehurst to determine how successful an as-applied challenge would be.

ALBANY UPDATE

Frank Ricci gave a summary of the two "Regina" bills, and RSA efforts in convincing the governor to veto this bill when delivered to her. He also discussed two other bills already delivered to the governor (the J-51 extender and S2985C) and our opposition to the latter bill.

Joseph Strasburg discussed upcoming state legislative races with the Board, particularly three races in Queens where moderate Democrats are planning to challenge incumbents in a primary.

LEGAL

Aaron Sirulnick informed the Board that Richard Lanzarone, head of the Kingston owners' group HVPOA, reached out again for help with funding their lawsuit. Olga Someras provided [redacted]

Aaron Sirulnick moved for a resolution by the Board to approve up to $50,000 in additional spending on the Kingston lawsuit, to be made as a direct payment to HVPOA's attorneys Belkin Burden, Gary Jacobs seconded the motion, and the resolution was adopted unanimously.

Olga Someras then updated the Board on [redacted]

Gary Jacob moved for a resolution authorizing Aaron Sirulnick to make a final decision with respect to which attorneys to hire for an amicus brief and for what amount, Jeffrey Manocherian seconded the motion, and the resolution was adopted unanimously.

HOUSING COURT

Joseph Strasburg introduced the issue of how long housing court is taking to process cases, with numerous Board members providing examples (six months for a first-time court date on petitions, warrants taking more than six months to issue, etc.) Michael Tobman presented an RSA white paper summarizing Housing Court data gathered by Olga Someras, which was also provided to the Board in hardcopy format, and the Board expressed support for the data collection project to be continued. The possibility of supporting landlord-initiated Article 78 proceedings in order to have housing court process its cases as required by statute was discussed. Frank Ricci mentioned proposed legislation Bill Crowell, Kelly Farrell, and Olga Someras have been collaborating on regarding 18B panel attorneys to supplement the right to counsel program and an increase in housing court judges and other staff.

NEW BUSINESS

There being no further business, the meeting concluded at 1:00PM, after which all RSA staff and Bill Crowell left the room so that the Board could hold a special, closed meeting regarding a merger update and the PKF report, which was provided in hardcopy format to the Board.

Sincerely,

Olga Someras

ATTORNEY WORK PRODUCT
PRIVILEGED AND CONFIDENTIAL

RESOLUTIONS OF THE SPECIAL COMMITTEE

OF THE BOARD OF DIRECTORS

RENT STABILIZATION ASSOCIATION N.Y.C., INC.

JANUARY 17, 2024

WHEREAS, on May 18, 2023, the Board of Directors of Rent Stabilization Association N.Y.C., Inc. ("RSA") established, authorized and empowered a special committee of independent and disinterested directors consisting of Aaron Sirulnick, Michael Laub, Gary Jacob, Lennard Katz, Mark Engel, Chris Athineos and Michael Kerr, (the "Special Committee") to, among other things, review, evaluate and negotiate proposals for a possible merger, acquisition or other business combination (each, a "Proposal") with the Community Housing Improvement Program ("CHIP") and any alternative thereto, and make a recommendation to the Board on what, if any, course of action RSA should pursue; and

WHEREAS, it is proposed that RSA enter into an Agreement and Plan of Merger with CHIP substantially in the form presented to the Special Committee ("Merger Agreement"), whereby, upon the terms and subject to the conditions set forth in the Merger Agreement, CHIP would merge with and into RSA ("Merger") such that RSA would be the surviving corporation ("Surviving Corporation"), and pursuant to which (i) each voting regular member of CHIP and each regular member of RSA would be converted into voting members of the Surviving Corporation, and (ii) each nonvoting associate member of CHIP and each associate member of RSA would be converted into nonvoting associate members of the Surviving Corporation;

NOW THEREFORE BE IT:

MERGER AGREEMENT AND AMENDED BY-LAWS

RESOLVED, that the Special Committee, after due deliberation, hereby determines, and recommends that the Board determine:

(i) that the Merger Agreement and Amended and Restated By-Laws of the Surviving Corporation, substantially in the form presented to the Special Committee (the "Amended By-Laws"), and the transactions contemplated thereby, are advisable and in the best interests of RSA and its members;

(ii) that the terms and provisions of the Merger Agreement and Amended By-Laws, substantially in the form presented to the Special Committee, and any other necessary or desirable instruments, documents or agreements entered into by RSA in connection therewith (collectively, the "Transaction Documents"), the performance by RSA of its obligations thereunder and the consummation by RSA of the transactions contemplated thereby are authorized, adopted and approved in all respects, including, without limitation, approved for purposes of Sections 902 and 903 of the Not-for-Profit Corporation Law of the State of New York (the "NPCL"); and

RESOLVED, that the Special Committee recommends, and recommends that the Board recommend, to RSA's members that they vote in favor of the approval and adoption of the Merger Agreement, the Amended By-Laws, any other Transaction Documents, and the transactions contemplated thereby at a members meeting called to consider adoption and approval of the Transaction Documents and the transactions contemplated thereby;

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

RESOLVED, the Special Committee, after due deliberation, hereby determines, and recommends that the Board determine that, contingent upon the occurrence of the Effective Time of the Merger (as defined in the Merger Agreement):

(i) it is advisable and in the best interests of RSA to amend and restate its certificate of incorporation ("Amended and Restated Certificate of Incorporation") to change its name to "New York Apartment Association, Inc.," to remove provisions regarding the size of its Board of Directors, and to make any other changes agreed to by the parties to the Merger Agreement; and

(ii) the approval and adoption of the Amended and Restated Certificate of Incorporation should be recommended to RSA's members at a members meeting called to consider adoption and approval of the Amended and Restated Certificate of Incorporation.

Upon motion duly made, seconded and carried, this resolution was adopted.

1/17/24
[ADD NAME, TITLE]

1/17/24
[ADD NAME, TITLE]

MINUTES of the SPECIAL CLOSED meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on January 25, 2024 at 2:00 P.M.

PRESENT:

Chris Athineos
Jessica Baran
Michelle Bengeldorf
Helen Daniels
Mark Engel
Alex Goldstein
Gary Jacob
Lennard Katz
Michael Kerr
Michael Laub
Jeffrey Manocherian
Roger Melzer
Mickey Napolitano
Robert Nelson
Adam Parkoff
Oscar Perez
Frank Ricci
Francine Schiff
William Schur
Jimmy Silber
Aaron Sirulnick
Joanna Wong
Joseph Zitolo
Laurie Zucker

After the RSA staff members were asked to leave, a special/closed meeting (no staff) was called to order by Aaron Sirulnick to talk about the terms of the agreement with Joseph Strausberg, which will be for a three-year duration, to commence once a new Executive Director is chosen. The salient terms of the agreement were discussed, and Lennard Katz made a motion to enter into the agreement, Gary Jacobs seconded, and it was unanimously passed by the Board.

The Board discussed the search for and interviewing of candidates for the Executive Director position (the committee is comprised of Zachery Kerr, Matt Engel, Mario Gaztambide, Lennard Katz, Aaron Sirulnick, and Darrin Goldstein.). Thus far, 5 candidates have been interviewed, 2 of whom are still being considered.

Chris Athineos expressed his belief that he was excluded from the search committee by Zach, Gary Jacobs responded that he may now be added.

There being no further business, the meeting concluded at 2:45 P.M.

Sincerely,

Lennard Katz
Treasurer

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on January 25, 2024 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Jessica Baran
Michelle Bengeldorf
Helen Daniels
Mark Engel
Kelly Farrell
Alex Goldstein
Gary Jacob
Lennard Katz
Michael Kerr
Michael Laub
Jeffrey Manocherian
Roger Melzer
Mickey Napolitano
Robert Nelson
Adam Parkoff
Oscar Perez
Frank Ricci
Francine Schiff
William Schur
Jimmy Silber
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joanna Wong
Joseph Zitolo
Laurie Zucker
Guests: Seth Perlman, Amy Liu

APPROVAL OF MINUTES:

After discussion, a motion was made to approve the Minutes of the October 19, 2023 meeting of the Board.

Roger Meltzer stated that the minutes taken from the closed meeting did not reflect the extensive debate regarding the PKF report and the red flags raised by PKF. Lennard Katz stated those changes can be made by hand. Jimmy Silber stated that there was more discussion regarding dissolution, including agreement by Gary Jacob that it would be a good idea, and that there would have to be a follow-up with CHIP regarding dissolution. Aaron Sirulnick stated that the follow up wouldn't be reflected in the minutes, as the minutes only reflect the occurrences at the meeting itself. Roger Melzer then cited that pursuant to Article 9, dues for membership increased without the board voting on such an increase in violation of that Article, therefore he would like to make a motion that the Board needs to review that they did not approve the dues structure. Therefore he recommends that the dues for 1-10 unit buildings remain the same for 2024, and then after that the Board of this or a new organization can vote to increase the dues as needed.

Lennard Katz responded that Roger's objection is not really about the minutes, but the board has not voted on the dues increase for years. Roger Melzer responded that the Board should have more financial information presented to it regarding income and expenses before raising dues, and moreover took issue that CHIP has more information regarding RSA's finances than RSA Board members by virtue of the merger due diligence process, and he thinks the finances should be presented to the Board members thoroughly. No vote was taken nor motion made.

Helen Daniels then stated that the minutes should have been forwarded to them prior to meeting, and it is difficult to review these on the day of the meeting. Aaron Sirulnick stated going forward

It was then moved, seconded and passed to approve the Minutes of the October 19, 2023 meeting of the Board, with one nay (Helen Daniels).

MERGER VOTE

Aaron Sirulnick reviewed the documents provided to the board with respect to the merger, including the resolution approving the merger agreement and new amended by-laws. He then moved to approve the resolution; Robert Nelson seconded that motion.

Chris Athineos attempted to move to postpone the vote, and Seth Perlman advised [redacted]

Aaron Sirulnick then expressed his disappointment over the Board members' reaching out to members of the press regarding the merger. Helen Daniels asked to speak, stating she believes Aaron is speaking partly to her, and therefore she would like to respond. She stated she did not share anything confidential, she stated her feeling with respect to small property owners being underrepresented. She stated she has been in the organization for 40 years, and asked who else can say around this table that they have been to jail for the cause of owners, or that their house was shot into, or that they have suffered in such a personal way, all due to retaliation for her dedication to the cause of property owners. Therefore, she has the right to say that the voice of small owners needs to be respected and heard. She apologized if some feel that she disrespected the board or the committee, but she does not believe that is what she did; the RSA is an organization that has always stood for the rights of owners, and the majority of owners in RSA want to make sure that the tenants have good clean housing. Most of the small members work and live in their properties, and she believes she is standing up for minority owners, small owners, and all owners.

Aaron Sirulnick thanked Helen Daniels for her comments.

Chris Athineos then asked that they postpone the vote, since they only got the merger agreement and by-laws on Tuesday night at 8pm. He stated that if the papers were available a week ago, then they should have been distributed at that time, as CHIP was able to vote on these on the past Monday. Additionally, in Seth's emai [redacted] Aaron Sirulnick then responded that there were additional discussions between counsel of both organizations after CHIP's vote, which is why they were not provided then. Seth Perlman then stated [redacted] Chris Athineos then said that not everyone is privy to the discussions that the merger agreement was having, and Aaron Sirulnick responded that it was Chris Athineos' role to inform the sector of members he represents of what the merger agreement and bylaws consist of. Aaron Sirulnick also stated that even if Chris was given the documents a week ago, he is still voting no.

Jimmy Silber then stated that the documents were not provided in time and the changes were extensive and he would need more time.

Gary Jacob seconded Chris Athineos' motion to postpone the vote. 6 voted for (Chris Athineos, Oscar Perez, Helen Daniels, Joanna Wong, Jimmy Silber, Roger Melzer). The rest of the Board voted against (17 votes). No abstensions, motion did not carry.

Roger Melzer then stated [redacted] Seth Perlman responded and stated [redacted]

Chris Athineos stated that he did not believe the vote should be rushed as this is very important to the organization. Aaron Sirulnick, Lennard Katz and Gary Jacob pointed out that this has been discussed for a year and a half.

Jimmy Silber stated [redacted] Seth Perlman responded [redacted] Jimmy Silber then asked [redacted]
Seth Perlman stated [redacted]

[redacted]

Chris Athineos asked [redacted] and Seth Perlman responded [redacted]

Roger Melzer asked [redacted] and Seth Perlman stated [redacted] Aaron Sirulnick stated that Gotham is a 501(c)(3) and there may be a benefit to utilizing this type of organization moving forward.

Aaron Sirulnick then put his motion on the resolution to a vote. 17 voted for, 6 voted against (Chris Athineos, Oscar Perez, Helen Daniels, Joanna Wong, Jimmy Silber, Roger Melzer.) No abstensions, motion carries.

Chris stated they all look forward to working as a team.

Jimmy Silber asked [redacted] Seth Perlman [redacted]
Aaron Sirulnick stated that he will prepare a proxy and notice for a special member meeting, but will also hold two webinars for the members where they will hear from Aaron regarding the merger. Therefore, that process will not be rushed.

Seth Perlman then responded to Jimmy Silber's question [redacted]

[redacted]

Chris Athineos then asked if he would be able to provide the argument against a merger. Other members of the Board voiced disapproval, and Aaron Sirulnick stated that despite his no vote, he is on a Board, and the Board needs to present a unified face. Chris Athineos is asking will they be able to present their side, just as would happen in a shareholder vote in a public corporation. Aaron Sirulnick stated that he believes the Board needs to act as a unit, and it is against owner interests to present a disunited front. Seth Perlman responded [redacted]

Jimmy Silber asked [redacted] Seth Perlman [redacted]

Helen Daniels asked how the webinars will be set up, and Aaron Sirulnick stated that there has not been thought about that but once they decide they will let everyone know.

Seth Perlman and Amy Liu were then excused as the merger discussions were concluded.

GOOD CAUSE CAMPAIGN FUNDING (JANUARY 2024-JUNE 2024)

Frank Ricci gave a summary of the future of good cause eviction law, and stated that Salazar's bill in its current form is effectively dead. He then summarized the efforts of the coalition which has so far been extremely effective. Ricci asked for a budget of $200,000 towards advocacy against good cause eviction.

Robert Nelson made a motion to approve $200,000; Gary Jacobs seconded. The Board unanimously approved the $200,000 expenditure.

Robert Nelson asked how the bill has morphed, and Frank Ricci summarized that the efforts of SPONY meeting with legislators weekly has impacted the lack of support for the bill, and in his opinion Stewart-Cousins would not override this governor. Frank Ricci stated that the terminology around this has changed as well, as it is now being references as "tenant protections", which may include "price gouging" temporary orders for areas where there are emergencies, e.g. no increases above 10%, which would expire after a certain limited time period. The goal here is to give the legislators and the governor cover - something they can agree to that will make everyone happy.

PUBLIC CAMPAIGN FINANCE - STATE

Frank Ricci summarized the new public campaign finance law, and Frank Ricci and Joseph Strasburg identified potential races to become involved in.

LEGAL

A) Olga Someras updated the Board on [redacted]

B) Lenny Katz again introduced the issue of how bad things are in housing court, and that the delays have become intolerable. He stated that he has been in discussions with Olga Someras and his own attorneys [redacted]

New Business

Adam Parkoff summarized for the Board the Arias v B-U case, which was regarding the Regina/Casey issues. They were granted leave to appeal to the court of appeals. This will be the first case going before the Court of Appeals to deal with both the changes to the fraud standard as well as the case law issues regarding RSL/Regina. He believes there should be 2 different arguments; the constitutionality arguments (retroactive definition of fraud) and the RSL/Regina arguments generally. This should be on everyone's radar, and there should be money allocated for an amicus on behalf of RSA. Aaron Sirulnick asked whether REBNY will file an amicus brief, and AdamParkoff said its on their radar and probably they will, but they have not yet made a commitment.

Aaron Sirulnick informed the Board that Richard Lanzarone, head of the Kingston owners' group HVPOA, reached out again for help with funding their lawsuit. Olga Someras [redacted]

Aaron Sirulnick moved for a resolution by the Board to approve up to $50,000 in additional spending on the Kingston lawsuit, to be made as a direct payment to HVPOA's attorneys Belkin Burden, Gary Jacobs seconded the motion, and the resolution was adopted unanimously.

Olga Someras then updated the Board on [redacted]

Gary Jacob moved for a resolution authorizing Aaron Sirulnick to make a final decision with respect to which attorneys to hire for an amicus brief and for what amount, Jeffrey Manocherian seconded the motion, and the resolution was adopted unanimously.

There being no further business, the meeting concluded at 2:00PM

Sincerely,

Olga Someras

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on March 14, 2024 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Jessica Baran
Michele Bengelsdorf
Kelly Farrell
Michael Laub
Gary Jacob
Lennard Katz
Jeffrey Manocherian
Roger Melzer
Mickey Napolitano
Robert Nelson
Adam Parkoff
Oscar Perez
Frank Ricci
Francine Schiff
William Schur
Jimmy Silver
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joseph Zitolo
Laurie Zucker

Guests: Darin Goldstein; Seth Perlman

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the January 25, 2024 meeting of the Board.

SPECIAL MEMBERSHIP MEETING

Aaron Sirulnick discussed the RSA special membership meeting, scheduled for April 2, 2024, and confirmed that the notice of the meeting/proxy form was already sent out to members. He also discussed the membership zoom webinar scheduled for March 27, 2024, which would be an opportunity for members to learn more about the merger and ask questions before the vote on April 2nd. Once discussion regarding the merger and special membership meeting concluded, Seth Perlman left the meeting.

ALBANY

Joseph Strasburg provided an update to the Boadr on upcoming primaries and potential candidates; he also discussed the impact the federal elections may have this year on local/state elections. Finally, Joseph Strasburg and Frank Ricci provided an update on the Good Cause Eviction coalition efforts.

CITY HALL

Frank Ricci updated the Board on a proposed bill that may affect the ability to charge brokerage fees to tenants, and also discussed preparations for this year's RGB efforts.

GREEN STREET MEDIA

Aaron introduced Darrin Goldstein, who presented on the online media campaign regarding the costs associated with bringing vacant units back online. Aaron Sirulnick asked the Board to approve $150,000 for the campaign, Lennard Katz moved, it was seconded and approved unanimously.

LEGAL
Olga Someras discussed [redacted]

[redacted]

NEW BUSINESS

There being no further business, the meeting concluded at 1:30 P.M.

Sincerely,

Olga Someras

[Must be approved by Board at next meeting, after which it will be certified]

MINUTES of the Special Membership Meeting of the Members of the Rent Stabilization Association of N.Y.C., Inc., held on April 2, 2024 at 11:15 AM, via Zoom.

Aaron Sirulnick, Chairman of the Board of Directors of the Rent Stabilization Association, called the Special Meeting to order.

The Chairman then appointed Olga Someras and Kelly Farrell as Inspectors of Election.

The Chairman reported that the required percentage of the units registered with the Association were present in person or were represented by a proxy entitled to vote, and that a quorum was in attendance at the Meeting.

The Chairman stated that the Meeting was called for the following purposes:

1. To consider and vote upon the adoption of the Agreement and Plan of Merger by and between RSA and Community Housing Improvement Program, Inc. ("CHIP") which was approved by RSA's board of directors on January 25, 2024. Subject to the terms and conditions of the Merger Agreement, CHIP will merge with and into RSA at the effective time of the Merger, with the result that RSA shall be the surviving corporation. A summary of the Merger Agreement was attached to the Notice of Special Membership Meeting.

2. To consider and vote upon amending RSA's certificate of incorporation as of the effective time of the Merger. Pursuant to the terms and conditions of the Merger Agreement, such amendments would change RSA's name at the effective time of the merger to "New York Apartment Association Inc.", remove provisions limiting the size of RSA 's Board of Directors, and make other changes agreed to by the parties; and,

3. To consider and vote upon the adoption, as of the effective time of the merger, of the surviving corporation's by-laws, a summary of which were attached to the Notice of Special Membership Meeting.

The motion was made by Lennard Katz, seconded by Mickey Napolitano, to adopt the three resolutions attached hereto on Exhibit A. Olga Someras conducted a roll call of each member present and recorded each members vote. The resolutions were approved by acclamation of the proxy holders, and members personally present to adopt the three resolutions. The Chairman declared that the votes would be tallied after the meeting and the results would be provided to membership shortly.

There being no further business coming before the Meeting, on motion duly made by Mr. Athineos and seconded by Ms. Wong, the meeting was adjourned.

Respectfully submitted,

Olga Someras
General Counsel

EXHIBIT A

RESOLUTIONS OF THE MEMBERS

RENT STABILIZATION ASSOCIATION N.Y.C., INC.

APRIL 2, 2024

WHEREAS, the Board of Directors ("Board") of Rent Stabilization Association N.Y.C., Inc. ("RSA") has determined that it is advisable to and in the best interests of RSA and its Voting Members (as hereinafter defined) to effect a merger upon the terms and subject to the conditions set forth in an Agreement and Plan of Merger adopted by the Board on January 25, 2024 ("Merger Agreement"), pursuant to which Community Housing Improvement Program ("CHIP") would merge with and into RSA ("Merger"), such that RSA would be the surviving corporation ("Surviving Corporation"), and pursuant to which (i) each voting regular member of CHIP and each regular member of RSA ("Voting Member") would be converted into voting members of the Surviving Corporation, and (ii) each nonvoting associate member of CHIP and each associate member of RSA would be converted into nonvoting associate members of the Surviving Corporation;

WHEREAS, the Board, after due deliberation, has determined that, contingent upon the approval of the Voting Members and the occurrence of the Effective Time of the Merger (as defined in the Merger Agreement), it is advisable and in the best interests of RSA to amend and restate its (i) bylaws substantially in the form summarized for the Voting Members (the "Amended and Restated By-~~Laws~~"), and (ii) certificate of incorporation ("Amended and Restated Certificate of Incorporation") to change its name to "New York Apartment Association, Inc.," to remove provisions regarding the size of its Board, and to make any other changes agreed to by the parties to the Merger Agreement;

WHEREAS, the Board has recommended to the Voting Members that they approve and adopt the Merger Agreement, which contains the “plan of merger” as such term is used in Section 903 of the NPCL; and

WHEREAS, the Board has recommended to the Voting Members that they approve and adopt, contingent upon the occurrence of the Effective Time, (i) the proposed Amended and Restated By-Laws of the Surviving Corporation, and (ii) the proposed Amended and Restated Certificate of Incorporation of the Surviving Corporation;

NOW, THEREFORE BE IT:

MERGER AGREEMENT AND PETITION FOR ATTORNEY GENERAL APPROVAL

RESOLVED, that terms and provisions of the Merger Agreement (which contains the “plan of merger” as such term is used in Section 903 of the N-PCL) substantially in the form summarized for the Voting Members, the performance by RSA of its obligations thereunder and the consummation by RSA of the transactions contemplated thereby are hereby authorized, adopted and approved, including, without limitation, approved for purposes of Section 903 and 613(c) of the Not-for-Profit Corporation Law of the State of New York (the "N-PCL");

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to prepare, execute, and file or to cause RSA to prepare, execute, and file such governmental filings as may be necessary or required by law in connection with the Merger, including, but not limited to, the submission of a petition to the New York State Attorney General for an order approving, under Section 907-a of the N-PCL, RSA's and CHIP's plan of merger as set forth in the Merger Agreement and authorizing the filing of a certificate of merger under Section (904/906) of the N-PCL; and

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

RESOLVED, that, contingent upon the occurrence of the Effective Time, the Voting Members hereby authorize, adopt and approve amending and restating RSA's certificate of incorporation to change its name to "New York Apartment Association, Inc.," to remove provisions regarding the size of its Board, and to make any other changes agreed to by the parties to the Merger Agreement;

AMENDED AND RESTATED BY-LAWS

RESOLVED, that, contingent upon the occurrence of the Effective Time, the terms and provisions of the Amended and Restated By-Laws, substantially in the form summarized for the Voting Members, are hereby authorized, adopted and approved;

GENERAL AUTHORIZATION

RESOLVED, that any and all actions heretofore taken by the Chair, Vice Chair/Treasurer and Secretary, and any other officer of RSA (each such person, an "Authorized Officer") within the terms of the resolutions herein are hereby ratified, approved and confirmed, and declared to be the valid and binding acts and deeds of RSA; and

RESOLVED, that the Authorized Officers be and they hereby are authorized, directed and empowered to do all such other acts and things and to execute and deliver all such certificates or other documents and to take such other action as they deem necessary or desirable to carry out the purposes and intent of the above resolutions.

Exhibit 4B

CHIP Minutes, Resolutions (from Board, Merger Committee, and Membership)

- Executive Committee Meeting Minutes/Resolutions: May 24, 2023
- Independent Merger Committee Meeting Minutes/Resolutions: May 24, 2023
- Board of Directors Meeting Minutes/Resolutions: December 7, 2023, January 17, 2024
- Member Meeting Minutes/Resolutions: February 28, 2024

Minutes

of

A Meeting of the Executive Committee of

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. (“CHIP”)

After due notice distributed to all necessary parties of CHIP, a meeting of CHIP’s Executive Committee (the “CHIP Executive Committee”) was held on May 24, 2023 “The Meeting”).

A quorum being present, the Meeting was called to order.

The CHIP Executive Committee first discussed their engagement with the Rent Stabilization Association (“RSA”) for consideration of a potential merger transaction (“Transaction”).

MOTION: A motion was made to confirm the result of the Transaction will be RSA as the surviving entity and CHIP no longer existing as an independent association.

RESULT: The motion was adopted by a unanimous vote.

The Board then discussed retaining Dorf & Nelson LLP (“Counsel”) to act as its legal counsel alongside CHIP’s General Counsel to advise on all components of the Transaction.

A discussion commenced regarding the composition of the Independent Merger Committee who will regularly convene to discuss the merger and the various steps necessary to close the Transaction. The Committee will consist of independent members, directors and/or officers of CHIP who have no legal ties to RSA.

MOTION: A motion was made, and seconded, to form this committee, granting it power to regularly make decisions on behalf of CHIP.

RESULT: The motion was adopted by a unanimous vote.

A discussion was held to discuss who would be the Chair of the CHIP Merger Committee with authority to execute all documents on behalf of the Committee in connection with the Merger.

MOTION: A motion was made, and seconded, to elect Zachary Kerr as Chair of the CHIP Merger Committee.

RESULT: The motion passed.

The CHIP Executive Committee discussed the creation of a non-binding Letter of Intent ("LOI") conducted through negotiations between CHIP and RSA which addressed the various legal steps that will be undertaken by both parties throughout the Transaction.

MOTION: A motion was made, and seconded, to approve and authorize the LOI, designating Mr. Zachary Kerr, as President and Chair of the Independent Merger Committee, to execute the LOI on behalf of CHIP.

RESULT: The motion was approved unanimously.

No further business being on the agenda, the meeting was adjourned.

CERTIFICATION

I, Zachary Kerr, President of CHIP, certify that I was present at this CHIP Executive Committee meeting and the motions stated above were voted on by the CHIP Executive Committee and the associated results were approved in all respects.

Zachary Kerr, President

Dated: May 24, 2023

Minutes

of

A Meeting of the Independent Merger Committee of

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. (“CHIP”)

After due notice distributed to all necessary parties of CHIP, a meeting of CHIP’s independent Merger Committee (the “CHIP Merger Committee”) was held on May 24, 2023 “The Meeting”).

A quorum being present, the Meeting was called to order at 12pm.

The CHIP Merger Committee first discussed the non-binding Letter of Intent (the “LOI”), which was distributed to the Committee Members in advance of the Meeting.

MOTION: A motion was made, and seconded, to ratify and approve the LOI.

RESULT: The motion was adopted by a unanimous vote.

The Board then discussed the composition of the CHIP Merger Committee.

MOTION: A motion was made, and seconded, to approve the following individuals to serve as the CHIP Merger Committee going forward:

Zachary Kerr/Matt Engel/Matt Schmelzer/Barry Rudofsky/Darin Goldstein/Mario Goldstein

RESULT: The motion was adopted by a unanimous vote.

The CHIP Merger Committee then discussed the various elements of the merger with RSA.

MOTION: A motion was made, and seconded, to affirm that the CHIP Merger Committee shall meet regularly to discuss all elements of the merger.

RESULT: The motion was approved unanimously.

A discussion then commenced about the independence of the CHIP Merger Committee from RSA and RSA’s Board of Directors. The CHIP Merger Committee confirmed that they are all independent and have no conflict of interest.

A discussion then commenced regarding the roles and responsibilities of the CHIP Merger Committee.

MOTION: A motion was made, and seconded, to agree that the CHIP Merger Committee's duties and responsibilities may be expended by CHIP's Executive Committee and/or CHIP's Board of Director.

A discussion was held to discuss who would be the Chair of the CHIP Merger Committee with authority to execute all documents on behalf of the Committee in connection with the Merger.

MOTION: A motion was made, and seconded, o elect Zachary Kerr as Chair of the CHIP Merger Committee

RESULT: The motion passed.

No further business being on the agenda, the meeting was adjourned.

CERTIFICATION

I, Zachary Kerr, President of CHIP, certify that I was present at this CHIP Merger Committee meeting and the motions stated above were voted on by the CHIP Merger Committee and the associated results were approved in all respects.

______________________________ Dated: May 24, 2023

Zachary Kerr, President

Minutes

of

A Meeting of the Board of Directors of

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. ("CHIP")

After due notice distributed to all members of the Board of Directors of CHIP, a meeting was held on December 7, 2023 at 12pm ("EC Meeting").

The meeting was called to order at 12pm.

There was a discussion concerning electing the members of CHIP's Executive Committee for a 1 year term or until the merger with RSA is completed.

MOTION: A motion was made, and seconded, to nominate and elect the following individuals to serve on CHIP's Executive Committee:

1. Zachary Kerr - President
2. Matthew Engel - Chairman
3. Paul Brensilber - Vice Chairman
4. Andrew Hoffman - Vice Chairman
5. Nicholas Petras - Vice Chairman
6. Barry Rudofsky - Vice Chairman
7. Matthew Schmelzer - Treasurer
8. Alistair Economakis - Vice President
9. Jeff Farkas - Vice President
10. Anita Gupta – Secretary
11. Daniel Benedict
12. David Diamond
13. Scott Donner
14. Barry Fishman
15. Nathan Fishman
16. Mario Gaztambide
17. Darin Goldstein
18. John Ilibassi
19. Bruce Kafenbaum
20. Jeff Katz
21. Jeffrey Manocherian
22. David Parks
23. Rubin Pikus
24. Jordan Platt
25. Francine Schiff

RESULT: The motion was adopted by the Board of Directors.

Thereafter, there was a discussion concerning the Executive Committee's authority to act when the Board is not in session, subject to the limitations on Executive Committee powers under the New York Not-for-Profit Corporation Law.

MOTION: A motion was made, and seconded, to authorize and empower the Executive Committee to have all of the powers of the Board, in between meetings of the Board, as permitted in Article Six C of CHIP's Bylaws and Section 712 of the New York Not-for-Profit Corporation Law, except that the Executive Committee may not:

(1) Fill vacancies in the Board of Directors or in any Committee;
(2) Fix compensation of the directors for serving on the Board or any Committee;
(3) Amend or repeal the Bylaws or adopt new bylaws;
(4) Amend or repeal any resolutions of the Board;
(5) Elect or remove officers or directors; or
(6) Approve the merger or a plan of dissolution.

RESULT: The motion was adopted.

The meeting was thereafter adjourned.

I, Zachary Kerr, President of CHIP, certify that I was present at this Board of Directors meeting and the motions stated above, and the associated results, were voted on and approved by the Executive Committee in all respects.

____________________________________ Dated: December 7, 2023

Zachary Kerr, President

RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
COMMUNITY HOUSING IMPROVEMENT PROJECT, INC.

****

WHEREAS, the undersigned, being the Secretary of Community Housing Improvement Project, Inc. ("CHIP"), certifies on behalf of the Board of Directors that the following resolutions were adopted, where those present were at least equal to a quorum, in accordance with the laws of the State of New York at a meeting held virtually on December 7, 2023 at 12:00 pm:

WHEREAS the Board of Directors of CHIP considered the prior decisions of the Executive Committee from 2021 to the present, (the "Prior Decisions") as set forth in the Executive Committee minutes;.

WHEREAS, the Officers, plus the following individuals having been selected by the Officers, constitute the Executive Committee and shall serve in the Executive Committee for a period of 1 year from the date hereof:

1. Zachary Kerr - President
2. Matthew Engel - Chairman
3. Paul Brensilber - Vice Chairman
4. Andrew Hoffman - Vice Chairman
5. Nicholas Petras - Vice Chairman
6. Barry Rudofsky - Vice Chairman
7. Matthew Schmelzer - Treasurer
8. Alistair Economakis - Vice President
9. Jeff Farkas - Vice President
10. Anita Gupta – Secretary
11. Daniel Benedict
12. David Diamond
13. Scott Donner
14. Barry Fishman
15. Nathan Fishman
16. Mario Gaztambide
17. Darin Goldstein
18. John Ilibassi
19. Bruce Kafenbaum
20. Jeff Katz
21. Jeffrey Manocherian
22. David Parks
23. Rubin Pikus
24. Jordan Platt
25. Francine Schiff

NOW, THEREFORE, it is hereby:

RESOLVED, that the Board hereby ratifies and approves all of the Prior Decisions as being the true and correct actions of CHIP and shall be binding on CHIP and it is,

RESOLVED, that the Board hereby authorizes the Executive Committee to have all of the powers of the Board, in between meetings of the Board, as permitted in Article Six C of CHIP's Bylaws and Section 712 of the New York Not-for-Profit Corporation Law, except that the Executive Committee may not:

(1) Fill vacancies in the Board of Directors or in any Committee;
(2) Fix compensation of the directors for serving on the Board or any Committee;
(3) Amend or repeal the Bylaws or adopt new bylaws;
(4) Amend or repeal any resolutions of the Board;
(5) Elect or remove officers or directors; or
(6) Approve the merger or a plan of dissolution.

****

I, Zachary Kerr, President of CHIP, certify that I was present at this Board of Directors meeting and the motions stated above, and the associated results, were voted on and approved by the Executive Committee in all respects.

______________________________ Dated: December 7, 2023

Zachary Kerr, President

Minutes

of

A Meeting of the Board of Directors

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. (“CHIP”)

After due notice distributed to all members of the Board of Directors of CHIP, a meeting was held on January 17, 2024 (“Board Meeting”).

The meeting was called to order at 12pm.

25 out of the 40 total directors were present at the Board Meeting, constituting a quorum for conducting CHIP’s business.

Prior to the Board Meeting, in accordance with Section 903(a)(1) of the New York Not-for-Profit Corporation law, a detailed outline of all material features of the proposed Agreement and Plan of Merger (the “Plan”) was provided to all Board members.

The Board first discussed all of the prior decisions of CHIP’s Executive Committee (the “Prior Decisions”) and whether they should be, and are, binding on the Board of Directors of CHIP.

MOTION: A motion was made, and seconded, to ratify and approve the Prior Decisions as being the true and correct actions of the Board of Directors and shall be binding on CHIP.

RESULT: The motion was adopted by a unanimous vote.

The Board then discussed the proposed Bylaws (the “New Bylaws”) of the surviving corporation (RSA) and the merits of those Bylaws.

MOTION: A motion was made, and seconded, to approve the New Bylaws in their entirety and without change.

RESULT: The motion was adopted by unanimous vote.

The Board then discussed the material features of the Plan as set forth in the detailed outline that was distributed to all Board members, as permitted by the New York Not-for-Profit Law Section 9.03(a)(1).

MOTION: A motion was made, and seconded, to adopt the Plan and file a Petition for approval with the Office of the Attorney General.

RESULT: The motion was approved unanimously, with one abstention, adopting the Plan and the submission of a joint petition by the merging parties (CHIP and the Rent Stabilization Association), with the Office of the Attorney General (the "AG Petition").

A discussion then commenced informing the Board members of the logistics of following through with the Plan and the AG Petition.

MOTION: To authorize Zachary Kerr, CHIP's President, to take all actions necessary to complete the merger transaction with RSA in accordance with the Plan.

RESULT: The motion passed unanimously.

A discussion was then commended to discuss the resignations of Jeff M., Fran S., and Mickey from CHIP's Board of Directors.

MOTION: To accept resignations of Jeff M., Fran S., and Mickey N. from the Board of Directors of CHIP.

RESULT: The motion passed unanimously.

No further business being on the agenda, the meeting was adjourned at 12:45pm.

CERTIFICATION

I, Zachary Kerr, President of CHIP, attest that I was present at this Board of Directors Meeting and the motions stated above were voted on by the Board members of CHIP and the associated results were approved in all respects.

______________________________ Dated: March 1, 2024

Zachary Kerr, President

Minutes of

A Meeting of the Members of

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC. ("CHIP")

After due notice distributed to all members of CHIP, a meeting was held on February 28, 2024 ("Member Meeting").

The meeting was called to order at 12pm.

109 out of a total of 199 were present at the Member Meeting, constituting a quorum for conducting CHIP's business.

Prior to the Member Meeting, in accordance with Section 903(a)(1) of the New York Not-for-Profit Corporation law, a detailed outline of all material features of the proposed Agreement and Plan of Merger (the "Plan") was provided to all members, voting and non-voting.

The Members discussed the merits of the Plan and what it would mean for the membership of CHIP. The members also discussed the process of obtaining Attorney General approval for this merger transaction in accordance with the Plan.

MOTION: A motion was made, and seconded, to approve the Plan in its entirety and move forward with the preparation and submission of a petition with the Attorney General.

RESULT: The motion was approved unanimously, with one abstention, to move forward with the Plan and submit a joint petition, of the Rent Stabilization Association, with the Office of the Attorney General.

A discussion then commenced informing the members of the logistics of following through with the Plan.

MOTION: To authorize Zachary Kerr, CHIP's President, to take all actions necessary to complete the merger transaction with RSA, and to execute all documents related thereto, in accordance with the Plan of Merger.

RESULT: The motion was approved.

The meeting was adjourned at 12:45pm.

CERTIFICATION

I, Zachary Kerr, President of CHIP, attest that I was present at this Member Meeting and the motions stated above were voted on by the voting members of CHIP and the associated results were approved in all respects.

________________________________ Dated: March 1, 2024

Zachary Kerr, President

chip | Community Housing Improvement Program NYC

Executive Committee

Zachary Kerr
President

Matthew Engel
Chairman

Paul Brensilber
Andrew Hoffman
Nicholas Petras
Barry Rudofsky
Vice Chairmen

Matthew Schmelzer
Treasurer

Alistair Economakis
Jeff Farkas
Vice Presidents

Anita Gupta
Secretary

Daniel Benedict
David Diamond
Scott Donner
Barry Fishman
Nathan Fishman
Mario Gaztambide
Darin Goldstein
John Ilibassi
Bruce Kafenbaum
Jeff Katz
Jeffrey Manocherian
David Parks
Rubin Pikus
Jordan Platt
Francine Schiff

Board of Directors
Lewis Barbanel
Herbert Donner
Elaine Sollar Eisen
James Eisenberg
Ross Epstein
Jason Glick
Laurence Gluck
Mickey Napolitano
Jonathan Ohebshalom
Adam Parkoff
Jeff Pikus
Robert Rosenberg
Michael Rothschild
Richard Rubel
Rocio Sanz
John Sheehan
Adam Vickers
Stephen Wallach
Jonathan Wiener

Advisory Board
David Cabrera
Edward Fox
MacKenzie Forsberg
Gary Friedman
Teri Friedman
Randi Gilbert
Randy Glick
Robert Goldstein
Martin Heistein
Charles Hirsch
Martin Hollander
Claudia Justy
Jeremy Katz
Robert Knakal
Eva Mallis
Carmelo Milio
Christine Monahan
William Neville
Douglas Peterson
Kara Rakowski
Joshua Sarett
Benjamin Schwartz
Robert Shapiro
Sanford Sirulnick
Arnold Sollar
Scott Solomon
Patti Stone
Kurt Stuart
Tony Subraj
Scott Swerdlin
Lee Wallach
Niles Welikson
Kim Winn
Jac Zadrima

COMMUNITY HOUSING IMPROVEMENT PROGRAM
MEMBERSHIP MEETING
FEBRUARY 28, 2024
AGENDA

Zoom meeting. Quorum reached. 109 out of 199 members present.

1. DISCUSS AND VOTE ON PLAN OF MERGER WITH RSA

Merger plan, a summary of the plan, and the list of new board members and executive committee members were circulated with the meeting notice, and redistributed again to members at the meeting who requested a copy. The plan of merger was discussed, including the culture of the new entity and the required review by the AG. Stephen W. moved to approve the merger and authorize Z. Kerr to execute all necessary documents in accordance with the Plan of Merger. Scott D. seconds. Motion approved. There were 107 "yes" votes, there was one "no" vote, and one abstention.

CERTIFICATION

I, Anita Gupta, Secretary of CHIP, attest that I was present at this Member Meeting and the motions stated above were voted on by the voting members of CHIP and the associated results were approved in all respects.

______________________________ Dated: March 1, 2024

Anita Gupta, Secretary

CONFIDENTIAL

Exhibit 6A-1

RSA FY2022 Form 990

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for a Tax Exempt Entity

For calendar year 2022, or fiscal year beginning ____________ , 2022, and ending ____________ , 20___

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

OMB No. 1545-0047

2022

Name of filer RENT STABLIZATION ASSOCIATION OF N.Y.C., INC

EIN or SSN 13-2634120

Name and title of officer or person subject to tax JOSEPH STRASBURG
PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☒	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	7,055,322.
2a	**Form 990-EZ** check here	☐	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	☐	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	☐	b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	☐	b	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here	☐	b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	☐	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	☐	b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) ______________________ , (EIN) ____________ and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize PKF O'CONNOR DAVIES ADVISORY, LLC to enter my PIN 34120

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax Date 5/15/2023

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 13562854711

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature PKF O'CONNOR DAVIES ADVISORY, LLC Date 05/15/23

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.** Form **8879-TE** (2022)

202521 12-16-22

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

A For the 2022 calendar year, or tax year beginning **and ending**

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
RENT STABLIZATION ASSOCIATION
OF N.Y.C., INC
Doing business as
Number and street (or P.O. box if mail is not delivered to street address) 123 WILLIAM STREET
Room/suite 12 FL
City or town, state or province, country, and ZIP or foreign postal code NEW YORK, NY 10038-3804
F Name and address of principal officer: JOSEPH STRASBURG
SAME AS C ABOVE

D Employer identification number 13-2634120
E Telephone number (212)214-9277
G Gross receipts $ 28,929,253.
H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions
H(c) Group exemption number

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (6) (insert no.) ☐ 4947(a)(1) or ☐ 527
J Website: WWW.RSANYC.NET
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other
L Year of formation: 1970
M State of legal domicile: NY

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: ADVOCATES FOR THE PROPERTY RIGHTS OF ITS MEMBERS (RENT-REGULATED PROPERTY OWNERS IN NEW YORK

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	29
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	29
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	22
6	Total number of volunteers (estimate if necessary)	6	31
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	0.	0.
	9	Program service revenue (Part VIII, line 2g)	5,751,279.	5,799,532.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,771,756.	1,110,697.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	222,902.	145,093.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	9,745,937.	7,055,322.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	24,500.	760,707.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	3,702,232.	3,720,632.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	4,713,041.	4,665,249.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	8,439,773.	9,146,588.
	19	Revenue less expenses. Subtract line 18 from line 12	1,306,164.	-2,091,266.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	64,799,880.	57,864,852.
	21	Total liabilities (Part X, line 26)	2,354,392.	6,215,979.
	22	Net assets or fund balances. Subtract line 21 from line 20	62,445,488.	51,648,873.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
Signature of officer
Date 5/15/2023
JOSEPH STRASBURG, PRESIDENT
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name EVA MRUK	Preparer's signature EVA MRUK	Date 05/15/23	Check ☐ if self-employed	PTIN P00543254
	Firm's name PKF O'CONNOR DAVIES ADVISORY, LLC			Firm's EIN 87-3231666	
	Firm's address 245 PARK AVENUE, 12TH FLOOR NEW YORK, NY 10167			Phone no. 212-286-2600	

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III ☒

1 Briefly describe the organization's mission:
RSA PROVIDES SERVICES TO LANDLORDS INCLUDING COMPUTERIZED RENT REGISTRATION OF RENT STABILIZED APARTMENTS WITH THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL IN COMPLIANCE WITH NYS & NYC LAWS & REGULATIONS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ including grants of $) (Revenue $)
MEMBERSHIP DUES- MEMBERSHIP INCOME IS BASED ON A FEE OF $7.00 PER APARTMENT/UNIT. DUES ARE USED FOR PROVIDING INFORMATION REGARDING RENT STABILIZED APARTMENTS VIA NEWSLETTER, EMAIL & OTHER PUBLICATIONS. THE ORGANIZATION IS ACTIVE IN REPRESENTING THE INTERESTS OF OWNERS BEFORE THE STATE AND LOCAL GOVERNMENTS. RSA SUPPLIES DATA TO THE RENT GUIDELINES BOARD IN ITS DELIBERATIONS WITH REGARD TO RENT INCREASES FOR RENT STABILIZED APARTMENTS, AND HOLDS DISCUSSIONS AND MEETINGS WITH GOVERNMENT ON TECHNICAL CHANGES AND BUILDING REGULATIONS INVOLVED WITH MEMBERS' BUILDINGS.

4b (Code:) (Expenses $ including grants of $) (Revenue $)
SAFETY RELATED SERVICES-

WINDOW GUARD/LEAD PAINT SERVICES: THESE SERVICES CONSISTS OF MAILINGS TO OVER 400,000 TENANTS SO THAT REAL ESTATE OWNERS AND MANAGEMENT AGENTS CAN DETERMINE IF WINDOW GUARDS NEED TO BE INSTALLED IN ACCORDANCE WITH NEW YORK CITY LAW.

FIRE SAFETY SERVICE: ON AN ANNUAL BASIS, ALL OWNERS OF MULTIPLE DWELLINGS MUST COMPLY WITH THE NEW YORK CITY FIRE DEPARTMENT REGULATIONS, REQUIRING OWNERS TO PREPARE AND DISTRIBUTE A FIRE SAFETY PLAN CONTAINING FIRE SAFETY AND EVACUATION PROCEDURES.

4c (Code:) (Expenses $ including grants of $) (Revenue $)
LEGAL FUND- THE LEGAL FUND CONSISTS OF VOLUNTARY CONTRIBUTIONS RESTRICTED TO MATTERS RELATED TO REGULATIONS AND LAWS ENACTED ON FEDERAL, STATE AND LOCAL LEVELS, AND TO ASSIST MEMBERS IN INITIATING AND APPEALING LITIGATION CLAIMS. SUCH REVENUE IS RECOGNIZED AT THE TIME WHEN CONTRIBUTIONS ARE MADE.

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses

SEE SCHEDULE O FOR CONTINUATION(S)

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5	X	
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21	X	

Part IV **Checklist of Required Schedules** *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X	
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b	X	
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	17			
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c		

Part V **Statements Regarding Other IRS Filings and Tax Compliance** *(continued)*

					Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	22			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?			2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?			3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*			3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			4a		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?			5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			6b		
7	**Organizations that may receive deductible contributions under section 170(c).**					
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?			7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?			7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?			8		
9	**Sponsoring organizations maintaining donor advised funds.**					
a	Did the sponsoring organization make any taxable distributions under section 4966?			9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?			9b		
10	**Section 501(c)(7) organizations.** Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	**Section 501(c)(12) organizations.** Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?			12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**					
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.			13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?			14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*			14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.			15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.			16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.			17		

Part VI Governance, Management, and Disclosure.

For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	29		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	29		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6		X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NONE

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

MARIA AGUAS, CONTROLLER - 212-214-9277
123 WILLIAM STREET, 12TH FL, NEW YORK, NY 10038

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JOSEPH STRASBURG PRESIDENT	35.00			X				1,025,423.	0.	61,688.
(2) FRANK RICCI EXECUTIVE VICE PRESIDENT	35.00 1.00			X				304,368.	0.	50,069.
(3) OLGA SOMERAS GENERAL COUNSEL	35.00				X			223,339.	0.	27,583.
(4) MARIA AGUAS CONTROLLER	35.00 1.00					X		200,858.	0.	31,848.
(5) MELODY LEON ASST. CONTROLLER	35.00					X		167,607.	0.	32,563.
(6) MICHAEL TOBMAN MARKETING DIRECTOR	35.00					X		139,138.	0.	38,241.
(7) KELLY FARRELL POLICY ANALYST	35.00					X		108,104.	0.	39,512.
(8) VITO SIGNORILE VICE PRESIDENT COMMUNICATIONS	35.00					X		109,616.	0.	8,351.
(9) AARON SIRULNICK CHAIRMAN	0.10	X		X				0.	0.	0.
(10) N. RICHARD KALIKOW VICE CHAIRMAN THRU OCT. 2022	0.10	X		X				0.	0.	0.
(11) MICHAEL LAUB SECRETARY	0.10	X		X				0.	0.	0.
(12) LENNARD KATZ TREASURER	0.10	X		X				0.	0.	0.
(13) CHRISTOPHER ATHINEOS DIRECTOR	0.10	X						0.	0.	0.
(14) MICHELLE BENGELSDORF DIRECTOR	0.10	X						0.	0.	0.
(15) HELEN DANIELS DIRECTOR	0.10	X						0.	0.	0.
(16) MARK ENGEL DIRECTOR	0.10	X						0.	0.	0.
(17) MATTHEW ENGEL DIRECTOR	0.10	X						0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) MARIO GAZTAMBIDE DIRECTOR	0.10	X						0.	0.	0.
(19) JOHN J. GILBERT III DIRECTOR	0.10	X						0.	0.	0.
(20) LAWRENCE GLUCK DIRECTOR	0.10	X						0.	0.	0.
(21) ALEXANDER GOLDSTEIN DIRECTOR	0.10	X						0.	0.	0.
(22) BRETT GREENBERG DIRECTOR	0.10	X						0.	0.	0.
(23) ANDREW HOFFMAN DIRECTOR	0.10	X						0.	0.	0.
(24) GARY JACOB DIRECTOR	0.10	X						0.	0.	0.
(25) MICHAEL KERR DIRECTOR	0.10	X						0.	0.	0.
(26) JEFFREY MANOCHERIAN DIRECTOR	0.10	X						0.	0.	0.
1b Subtotal								2,278,453.	0.	289,855.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								2,278,453.	0.	289,855.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 8

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
MAYER BROWN LLP 311 WEST MONROE STREET, CHICAGO, IL 60606	LEGAL SERVICES	1,000,000.
CONTINENTAL MANAGEMENT SOLUTIONS, 12240 S.W. 533RD STREET, SUITE # 512, COOPER	DATA PROCESSING	477,600.
MATRIX IMAGING SOLUTIONS, INC. 6341 INDUCON DRIVE EAST, SANBORN, NY 14132	DATA PROCESSING	385,514.
ENTERPRISE PAYMENT SYSTEM, 475 L'ENFANT PLAZA, SOUTHWEST, WASHINGTON, DC 20260	POSTAGE	122,194.
DICKINSON & AVELLA, PLLC, 111 WASHINGTON AVE, SUITE 702, ALBANY, NY 12210	LOBBYING SERVICES	120,000.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 5

SEE PART VII, SECTION A CONTINUATION SHEETS

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (check all that apply): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(27) ROGER MELZER DIRECTOR	0.10	X						0.	0.	0.
(28) HOWARD MILSTEIN DIRECTOR	0.10	X						0.	0.	0.
(29) MICKEY NAPOLITANO DIRECTOR	0.10	X						0.	0.	0.
(30) ROBERT NELSON DIRECTOR	0.10	X						0.	0.	0.
(31) ADAM PARKOFF DIRECTOR	0.10	X						0.	0.	0.
(32) OSCAR PEREZ DIRECTOR	0.10	X						0.	0.	0.
(33) MATTHEW SCHMELZER DIRECTOR	0.10	X						0.	0.	0.
(34) WILLIAM SCHUR DIRECTOR	0.10	X						0.	0.	0.
(35) JIMMY SILBER DIRECTOR	0.10	X						0.	0.	0.
(36) JOANNA WONG DIRECTOR	0.10	X						0.	0.	0.
(37) JOSEPH ZITOLO DIRECTOR	0.10	X						0.	0.	0.
(38) LAURIE ZUCKER DIRECTOR	0.10	X						0.	0.	0.
Total to Part VII, Section A, line 1c										

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

						(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a						
	b	Membership dues	1b						
	c	Fundraising events	1c						
	d	Related organizations	1d						
	e	Government grants (contributions)	1e						
	f	All other contributions, gifts, grants, and similar amounts not included above	1f						
	g	Noncash contributions included in lines 1a-1f	1g	$					
	h	**Total.** Add lines 1a-1f							
Program Service Revenue			Business Code						
	2 a	MEMBERSHIP DUES	561499			3,378,753.	3,378,753.		
	b	SAFETY RELATED SVCS	561499			1,024,651.	1,024,651.		
	c	RENT REGISTRATION	561499			632,218.	632,218.		
	d	LEGAL FUND	561499			603,262.	603,262.		
	e	LEASE RENEWAL	561499			82,113.	82,113.		
	f	All other program service revenue	561499			78,535.	78,535.		
	g	**Total.** Add lines 2a-2f				5,799,532.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)				1,376,073.			1376073.
	4	Income from investment of tax-exempt bond proceeds							
	5	Royalties							
				(i) Real	(ii) Personal				
	6 a	Gross rents	6a						
	b	Less: rental expenses	6b						
	c	Rental income or (loss)	6c						
	d	Net rental income or (loss)							
				(i) Securities	(ii) Other				
	7 a	Gross amount from sales of assets other than inventory	7a	21,608,555.					
	b	Less: cost or other basis and sales expenses	7b	21,873,931.					
	c	Gain or (loss)	7c	-265,376.					
	d	Net gain or (loss)				-265,376.			-265,376.
	8 a	Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	8a						
	b	Less: direct expenses	8b						
	c	Net income or (loss) from fundraising events							
	9 a	Gross income from gaming activities. See Part IV, line 19	9a						
	b	Less: direct expenses	9b						
	c	Net income or (loss) from gaming activities							
	10 a	Gross sales of inventory, less returns and allowances	10a						
	b	Less: cost of goods sold	10b						
	c	Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code						
	11 a	EQUITY IN SUBSIDIARIES	561499			74,765.			74,765.
	b	OTHER INCOME	561499			53,953.			53,953.
	c	EQUITY IN BROKERAGE	561499			16,375.			16,375.
	d	All other revenue							
	e	**Total.** Add lines 11a-11d				145,093.			
	12	**Total revenue.** See instructions				7,055,322.	5,799,532.	0.	1255790.

Part IX **Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

	Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	760,707.			
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	1,692,471.			
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	1,440,726.			
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	357,973.			
9	Other employee benefits	74,363.			
10	Payroll taxes	155,099.			
11	Fees for services (nonemployees):				
a	Management				
b	Legal	1,100,089.			
c	Accounting	60,000.			
d	Lobbying	120,000.			
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees	273,601.			
g	Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	106,780.			
12	Advertising and promotion	457,515.			
13	Office expenses	805,244.			
14	Information technology	527,862.			
15	Royalties				
16	Occupancy	809,819.			
17	Travel	101,607.			
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	356.			
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization	173,337.			
23	Insurance	41,583.			
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a	DUES/PUBLICATIONS/CONT.	70,201.			
b	REPAIRS & MAINTENANCE	17,255.			
c					
d					
e	All other expenses				
25	**Total functional expenses.** Add lines 1 through 24e	9,146,588.			
26	**Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X **Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X ☐

					(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing			651,111.	1	761,682.
	2	Savings and temporary cash investments			6,197,781.	2	2,505,541.
	3	Pledges and grants receivable, net				3	
	4	Accounts receivable, net			21,157.	4	6,410.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons				5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)				6	
	7	Notes and loans receivable, net				7	
	8	Inventories for sale or use				8	
	9	Prepaid expenses and deferred charges			130,077.	9	222,428.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a	2,744,939.			
	b	Less: accumulated depreciation	10b	2,120,478.	795,640.	10c	624,461.
	11	Investments - publicly traded securities			56,560,459.	11	49,280,589.
	12	Investments - other securities. See Part IV, line 11			443,655.	12	384,740.
	13	Investments - program-related. See Part IV, line 11				13	
	14	Intangible assets				14	
	15	Other assets. See Part IV, line 11			0.	15	4,079,001.
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)			64,799,880.	16	57,864,852.
Liabilities	17	Accounts payable and accrued expenses			764,025.	17	584,049.
	18	Grants payable				18	
	19	Deferred revenue			886,567.	19	821,527.
	20	Tax-exempt bond liabilities				20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D				21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons				22	
	23	Secured mortgages and notes payable to unrelated third parties				23	
	24	Unsecured notes and loans payable to unrelated third parties				24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			703,800.	25	4,810,403.
	26	**Total liabilities.** Add lines 17 through 25			2,354,392.	26	6,215,979.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**					
	27	Net assets without donor restrictions			62,445,488.	27	51,648,873.
	28	Net assets with donor restrictions				28	
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**					
	29	Capital stock or trust principal, or current funds				29	
	30	Paid-in or capital surplus, or land, building, or equipment fund				30	
	31	Retained earnings, endowment, accumulated income, or other funds				31	
	32	Total net assets or fund balances			62,445,488.	32	51,648,873.
	33	Total liabilities and net assets/fund balances			64,799,880.	33	57,864,852.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	7,055,322.
2	Total expenses (must equal Part IX, column (A), line 25)	2	9,146,588.
3	Revenue less expenses. Subtract line 2 from line 1	3	-2,091,266.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	62,445,488.
5	Net unrealized gains (losses) on investments	5	-8,705,349.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	51,648,873.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☒

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☒ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE C
(Form 990)

Department of the Treasury
Internal Revenue Service

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527
Complete if the organization is described below. Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
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If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (See separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (See separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization	Employer identification number
RENT STABLIZATION ASSOCIATION OF N.Y.C., INC	13-2634120

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.
2 Political campaign activity expenditures .... $
3 Volunteer hours for political campaign activities ....

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 .... $
2 Enter the amount of any excise tax incurred by organization managers under section 4955 .... $
3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? .... ☐ Yes ☐ No
4a Was a correction made? .... ☐ Yes ☐ No
b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities .... $
2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities .... $
3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b .... $
4 Did the filing organization file **Form 1120-POL** for this year? .... ☐ Yes ☐ No
5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	**(b)** Address	**(c)** EIN	**(d)** Amount paid from filing organization's funds. If none, enter -0-.	**(e)** Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. **Schedule C (Form 990) 2022**
LHA

232041 11-08-22

Part II-A **Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).**

A Check ☐ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).

B Check ☐ if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures **(The term "expenditures" means amounts paid or incurred.)**	**(a)** Filing organization's totals	**(b)** Affiliated group totals
1a Total lobbying expenditures to influence public opinion (grassroots lobbying)		
b Total lobbying expenditures to influence a legislative body (direct lobbying)		
c Total lobbying expenditures (add lines 1a and 1b)		
d Other exempt purpose expenditures		
e Total exempt purpose expenditures (add lines 1c and 1d)		
f Lobbying nontaxable amount. Enter the amount from the following table in both columns.		

If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:
Not over $500,000	20% of the amount on line 1e.
Over $500,000 but not over $1,000,000	$100,000 plus 15% of the excess over $500,000.
Over $1,000,000 but not over $1,500,000	$175,000 plus 10% of the excess over $1,000,000.
Over $1,500,000 but not over $17,000,000	$225,000 plus 5% of the excess over $1,500,000.
Over $17,000,000	$1,000,000.

	(a)	(b)
g Grassroots nontaxable amount (enter 25% of line 1f)		
h Subtract line 1g from line 1a. If zero or less, enter -0-		
i Subtract line 1f from line 1c. If zero or less, enter -0-		

j If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year? ☐ Yes ☐ No

4-Year Averaging Period Under Section 501(h)
(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	**(a)** 2019	**(b)** 2020	**(c)** 2021	**(d)** 2022	**(e)** Total
2a Lobbying nontaxable amount					
b Lobbying ceiling amount (150% of line 2a, column(e))					
c Total lobbying expenditures					
d Grassroots nontaxable amount					
e Grassroots ceiling amount (150% of line 2d, column (e))					
f Grassroots lobbying expenditures					

Schedule C (Form 990) 2022

Part II-B **Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).**

For each "Yes" response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.	(a) Yes	(a) No	(b) Amount
1 During the year, did the filing organization attempt to influence foreign, national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A **Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).**

		Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?	1		X
2 Did the organization make only in-house lobbying expenditures of $2,000 or less?	2		X
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3		X

Part III-B **Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No" OR (b) Part III-A, line 3, is answered "Yes."**

1 Dues, assessments and similar amounts from members	1	3,378,753.
2 Section 162(e) nondeductible lobbying and political expenditures **(do not include amounts of political expenses for which the section 527(f) tax was paid).**		
a Current year	2a	125,543.
b Carryover from last year	2b	
c Total	2c	125,543.
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	1,013,626.
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditures next year?	4	
5 Taxable amount of lobbying and political expenditures. See instructions	5	-888,083.

Part IV **Supplemental Information**

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (See instructions); and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

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Name of the organization RENT STABLIZATION ASSOCIATION OF N.Y.C., INC

Employer identification number 13-2634120

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Protection of natural habitat
- ☐ Preservation of open space
- ☐ Preservation of a historically important land area
- ☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after July 25,2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ______

4 Number of states where property subject to conservation easement is located ______

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ______

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ______

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $ ______

(ii) Assets included in Form 990, Part X $ ______

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ ______

b Assets included in Form 990, Part X $ ______

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Part III **Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other __________

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV **Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V **Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ________ %
b Permanent endowment ________ %
c Term endowment ________ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI **Land, Buildings, and Equipment.**
Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		1,244,560.	735,503.	509,057.
d Equipment		655,698.	542,754.	112,944.
e Other		844,681.	842,221.	2,460.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)*				624,461.

Schedule D (Form 990) 2022

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) RIGHT OF USE ASSET	4,079,001.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)*	4,079,001.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LEASE LIABILITY	4,810,403.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)*	4,810,403.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☒

Schedule D (Form 990) 2022

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	-1,566,542.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	-8,705,349.		
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d	357,086.		
e	Add lines **2a** through **2d**			2e	-8,348,263.
3	Subtract line **2e** from line **1**			3	6,781,721.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	273,601.		
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	273,601.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	7,055,322.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	9,230,073.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d	357,086.		
e	Add lines **2a** through **2d**			2e	357,086.
3	Subtract line **2e** from line **1**			3	8,872,987.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	273,601.		
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	273,601.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	9,146,588.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE ASSOCIATION RECOGNIZES THE EFFECT OF INCOME TAX POSITIONS ONLY IF THOSE POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED. MANAGEMENT HAS DETERMINED THAT THE ASSOCIATION HAD NO UNCERTAIN TAX POSITIONS THAT WOULD REQUIRE RECOGNITION OR DISCLOSURE IN THE CONSOLIDATED FINANCIAL STATEMENTS.

THE ASSOCIATION'S TAX RETURNS FOR ALL YEARS SINCE 2019 REMAIN OPEN TO EXAMINATION BY THE RESPECTIVE TAXING AUTHORITIES. THERE ARE CURRENTLY NO TAX EXAMINATIONS IN PROGRESS.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

REVENUE OF SUBSIDIARIES	357,086.

Part XIII Supplemental Information *(continued)*

PART XII, LINE 2D - OTHER ADJUSTMENTS:

EXPENSES OF SUBSIDIARIES	357,086.

SCHEDULE I
(Form 990)

Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Name of the organization RENT STABLIZATION ASSOCIATION OF N.Y.C., INC

Employer identification number 13-2634120

Part I **General Information on Grants and Assistance**

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☒ Yes ☐ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II **Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than $5,000. Part II can be duplicated if additional space is needed.

1 **(a)** Name and address of organization or government	**(b)** EIN	**(c)** IRC section (if applicable)	**(d)** Amount of cash grant	**(e)** Amount of noncash assistance	**(f)** Method of valuation (book, FMV, appraisal, other)	**(g)** Description of noncash assistance	**(h)** Purpose of grant or assistance
MAYOR'S FUND TO ADVANCE NEW YORK CITY - 253 BROADWAY, 6TH FLOOR - NEW YORK, NY 10007	13-3783906	501(C)(3)	10,000.	0.			GENERAL SUPPORT
INNER CIRCLE P.O. BOX 5372 NEW YORK, NY 10185	13-3360989	501(C)(3)	9,350.	0.			GENERAL SUPPORT
REPUBLIC STATE LEADERSHIP COMMITTEE - 1201 F STREET, NW SUITE 675 - WASHINGTON, DC 20004	05-0532524	527	700,000.	0.			GENERAL SUPPORT
BELKIN BURDEN WENIG & GOLDMAN LLP 60 EAST 42ND STREET, 16TH FLOOR NEW YORK, NY 10165	13-3500325		27,157.	0.			GENERAL SUPPORT

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table 2.

3 Enter total number of other organizations listed in the line 1 table 2.

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990.** **Schedule I (Form 990) 2022**

232101 10-31-22

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:

GRANTS WERE APPROVED BY THE ORGANIZATION'S PRESIDENT AND DETAILED RECORDS WERE MAINTAINED DOCUMENTING THE AMOUNT OF THE GRANTS, PURPOSE OF THE GRANTS, AND USE OF THE FUNDS.

SCHEDULE J (Form 990)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Name of the organization: RENT STABLIZATION ASSOCIATION OF N.Y.C., INC

Employer identification number 13-2634120

Part I Questions Regarding Compensation

			Yes	No
1a	Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items. ☐ First-class or charter travel ☐ Travel for companions ☐ Tax indemnification and gross-up payments ☐ Discretionary spending account ☐ Housing allowance or residence for personal use ☐ Payments for business use of personal residence ☐ Health or social club dues or initiation fees ☐ Personal services (such as maid, chauffeur, chef)			
b	If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b		
2	Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2		
3	Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III. ☒ Compensation committee ☐ Independent compensation consultant ☒ Form 990 of other organizations ☐ Written employment contract ☐ Compensation survey or study ☒ Approval by the board or compensation committee			
4	During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:			
a	Receive a severance payment or change-of-control payment?	4a		X
b	Participate in or receive payment from a supplemental nonqualified retirement plan?	4b		X
c	Participate in or receive payment from an equity-based compensation arrangement? If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.	4c		X
	Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.			
5	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:			
a	The organization?	5a		
b	Any related organization? If "Yes" on line 5a or 5b, describe in Part III.	5b		
6	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:			
a	The organization?	6a		
b	Any related organization? If "Yes" on line 6a or 6b, describe in Part III.	6b		
7	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7		
8	Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8		
9	If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9		

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990.** **Schedule J (Form 990) 2022**

Part II **Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		**(B)** Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			**(C)** Retirement and other deferred compensation	**(D)** Nontaxable benefits	**(E)** Total of columns (B)(i)-(D)	**(F)** Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	**(ii)** Bonus & incentive compensation	**(iii)** Other reportable compensation				
(1) JOSEPH STRASBURG	(i)	781,384.	240,000.	4,039.	40,500.	21,188.	1,087,111.	0.
PRESIDENT	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) FRANK RICCI	(i)	254,368.	50,000.	0.	12,389.	37,680.	354,437.	0.
EXECUTIVE VICE PRESIDENT	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) OLGA SOMERAS	(i)	217,339.	6,000.	0.	7,872.	19,711.	250,922.	0.
GENERAL COUNSEL	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) MARIA AGUAS	(i)	190,858.	10,000.	0.	8,641.	23,207.	232,706.	0.
CONTROLLER	(ii)	0.	0.	0.	0.	0.	0.	0.
(5) MELODY LEON	(i)	164,607.	3,000.	0.	8,641.	23,922.	200,170.	0.
ASST. CONTROLLER	(ii)	0.	0.	0.	0.	0.	0.	0.
(6) MICHAEL TOBMAN	(i)	132,638.	6,500.	0.	6,537.	31,704.	177,379.	0.
MARKETING DIRECTOR	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III **Supplemental Information**

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Name of the organization	Employer identification number
RENT STABLIZATION ASSOCIATION OF N.Y.C., INC	13-2634120

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

CITY) THROUGH LEGISLATIVE AND LEGAL ACTION, KEEPS ITS MEMBERSHIP INFORMED ON CRITICAL ISSUES THROUGH ITS NEWSLETTER, SEMINARS, WEBSITE AND OTHER OUTREACH MECHANISMS AND PROVIDES OWNERS WITH SERVICES THEY NEED, EITHER DIRECTLY OR BY REFERRAL, TO MAINTAIN AND OPERATE THEIR PROPERTIES WITHIN LEGAL REQUIREMENTS.

FORM 990, PART III, LINE 4B, PROGRAM SERVICE ACCOMPLISHMENTS:

ADDITIONALLY, IT IS REQUIRED FOR OWNERS TO DISTRIBUTE AND POST A FIRE SAFETY NOTICE INFORMING RESIDENTS OF PROCEDURES TO BE FOLLOWED IN THE EVENT OF A FIRE IN THE BUILDING. RSA FIRE SAFETY SERVICES PREPARES AND DISTRIBUTES ALL REQUIRED INFORMATION, INCLUDING:

-DEVELOPMENT OF A CUSTOMIZED FIRE SAFETY PLAN FOR EACH BUILDING

-MAILING FIRE SAFETY PLAN TO ALL TENANTS AND BUILDING EMPLOYEES

-FURNISHING APPROPRIATE FIRE SAFETY NOTICES (LONG-LASTING SELF ADHESIVE VINYL) TO BE POSTED IN INDIVIDUAL APARTMENTS

-PROVIDING PROOF OF MAILING AND MEETING FOUR YEAR RECORD REQUIREMENTS

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

RENT REGISTRATION- THIS SERVICE PROVIDES REGISTRATION OF RENT STABILIZED APARTMENTS AND RECORD/INFORMATION RETENTION AS REQUIRED BY NEW YORK STATE DIVISION OF HOUSING & COMMITTEE RENEWAL (DHCR).

LEASE RENEWAL SERVICE- RSA SENDS OUT FORMS TO LANDLORDS FOR THE RENEWAL OF THE TENANTS' LEASES, AS SCHEDULED, PRIOR TO THE LEASE EXPIRATIONS. THE LEASES PROVIDE FOR CHOICES OF ONE AND TWO YEAR RENEWALS AND THE

Name of the organization	RENT STABLIZATION ASSOCIATION OF N.Y.C., INC	Employer identification number 13-2634120

APPROPRIATE INCREASES.

FORM 990, PART VI, SECTION A, LINE 2:

MARK ENGEL AND MATTHEW ENGEL, DIRECTORS OF THE ORGANIZATION, HAVE A FAMILY RELATIONSHIP.

FORM 990, PART VI, SECTION A, LINE 6:

RSA IS A MEMBERSHIP ORGANIZATION OF OWNERS AND AGENTS OF RENT REGULATED BUILDINGS IN NEW YORK CITY. MEMBERSHIP CONSISTS OF ABOUT 25,000 OWNERS AND AGENTS REPRESENTING APPROXIMATELY 43,000 BUILDINGS.

FORM 990, PART VI, SECTION A, LINE 7A:

RSA MEMBERS HAVE THE POWER TO ELECT MEMBERS OF THE GOVERNING BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS REVIEWED BY THE CONTROLLER, THEN FORWARDED WITH NOTES TO THE EXECUTIVE COMMITTEE (CHAIRMAN OF THE BOARD, TREASURER, AND PRESIDENT) FOR REVIEW AND APPROVAL.

FORM 990, PART VI, SECTION B, LINE 12C:

BOARD MEMBERS AND OFFICERS ARE REQUIRED TO DISCLOSE ANY ACTUAL OR POSSIBLE CONFLICT OF INTEREST WITH THE GOVERNING BOARD ANNUALLY. AFTER DISCLOSURE, THE INDIVIDUAL IN QUESTION MUST RECUSE THEMSELVES FROM VOTING ON THE MATTER. SUCH MATTERS INVOLVING THE EXISTENCE OF CONFLICTS OF INTEREST ARE TO BE DOCUMENTED IN THE MINUTES OF THE GOVERNING BOARD.

FORM 990, PART VI, SECTION B, LINE 15:

PRESIDENT -

Name of the organization	Employer identification number
RENT STABLIZATION ASSOCIATION OF N.Y.C., INC	13-2634120

THE EXECUTIVE COMMITTEE REVIEWS PERFORMANCE FOR THE PRESIDENT. BASED ON LATEST FORM # 990 AVAILABLE, A COMPARATIVE DATA OF HIS SALARY AND BENEFITS WITH THE SAME POSITION OF ANOTHER NON-PROFIT ORGANIZATION, A RECOMMENDATION IS FORWARDED TO THE EXECUTIVE COMMITTEE AS PART OF THE REVIEW PROCESS. FINAL DECISION IS SIGNED BY CHAIRMAN OF THE BOARD (A. SIRULNICK) AS APPROVAL AND FORWARDED TO HR FOR IMPLEMENTATION.

OTHER OFFICERS (F. RICCI) -

THE PRESIDENT (J. STRASBURG) REVIEWS PERFORMANCE FOR EXECUTIVE VICE PRESIDENT (F. RICCI). BASED ON REVIEW, A RECOMMENDATION IS GIVEN TO THE EXECUTIVE COMMITTEE WHO WILL REVIEW AND APPROVE THE RECOMMENDATION. FINAL AMOUNTS ARE INITIALED BY CHAIRMAN OF THE BOARD (A. SIRULNICK) AND LIST IS FORWARDED TO HR FOR IMPLEMENTATION.

EMPLOYEES -

SUPERVISORS DO AN ANNUAL PERFORMANCE APPRAISAL OF EMPLOYEES. RESULTS OF WHICH ARE DISCUSSED WITH THE EMPLOYEES AND IS THE BASIS FOR RECOMMENDATIONS. ALL RECOMMENDATIONS TOGETHER WITH THE PERFORMANCE APPRAISALS ARE FORWARDED TO THE PRESIDENT (J. STRASBURG) WHO INFORMS EXECUTIVE COMMITTEE OF PROPOSED RATE CHANGES. THE PRESIDENT APPROVES FINAL RATE CHANGES AND A LIST IS FORWARDED TO HR FOR IMPLEMENTATION. ALL PERFORMANCE APPRAISALS AND RECOMMENDATIONS ARE FILED IN EACH EMPLOYEE'S HR FILE.

THE COMPENSATION REVIEW PROCESS WAS LAST CONDUCTED IN 2022.

FORM 990, PART VI, SECTION C, LINE 19:

GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST. THE FORM 990 IS AVAILABLE UPON

Name of the organization RENT STABLIZATION ASSOCIATION OF N.Y.C., INC

Employer identification number 13-2634120

REQUEST AND ON WWW.GUIDESTAR.ORG.

FORM 990, PART XII, LINE 2C:

THE ORGANIZATION HAS A COMMITTEE THAT ASSUMES RESPONSIBILITY FOR OVERSIGHT OF THE AUDIT OF ITS FINANCIAL STATEMENTS AND SELECTION OF AN INDEPENDENT ACCOUNTANT. THE PROCESS HAS NOT CHANGED FROM THE PRIOR YEAR.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Name of the organization RENT STABLIZATION ASSOCIATION
OF N.Y.C., INC

Employer identification number 13-2634120

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	No
RSA PAC - 13-3647934 123 WILLIAM STREET, 12TH FLOOR NEW YORK, NY 10038	POLITICAL ORG	NEW YORK	527		RENT STABILIZATION ASSOCIATION	X	

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	No
REALTY SYSTEMS OF AMERICA, INC. - 13-3318934 123 WILLIAM STREET, 12TH FLOOR NEW YORK, NY 10038	SUPPORT SERVICES	NY	RENT STABILIZATION ASSOCIATION	C CORP	81,797.	19,109.	100%	X	
RSA INSURANCE AGENCY, INC. - 90-0090165 123 WILLIAM STREET, 12TH FLOOR NEW YORK, NY 10038	INSURANCE	NY	RENT STABILIZATION ASSOCIATION	C CORP	350,054.	296,350.	100%	X	

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

			Yes	No
Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.				
1	During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a	Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	1a	X	
b	Gift, grant, or capital contribution to related organization(s)	1b		X
c	Gift, grant, or capital contribution from related organization(s)	1c		X
d	Loans or loan guarantees to or for related organization(s)	1d	X	
e	Loans or loan guarantees by related organization(s)	1e		X
f	Dividends from related organization(s)	1f		X
g	Sale of assets to related organization(s)	1g		X
h	Purchase of assets from related organization(s)	1h		X
i	Exchange of assets with related organization(s)	1i		X
j	Lease of facilities, equipment, or other assets to related organization(s)	1j	X	
k	Lease of facilities, equipment, or other assets from related organization(s)	1k		X
l	Performance of services or membership or fundraising solicitations for related organization(s)	1l		X
m	Performance of services or membership or fundraising solicitations by related organization(s)	1m		X
n	Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n	X	
o	Sharing of paid employees with related organization(s)	1o	X	
p	Reimbursement paid to related organization(s) for expenses	1p		X
q	Reimbursement paid by related organization(s) for expenses	1q	X	
r	Other transfer of cash or property to related organization(s)	1r	X	
s	Other transfer of cash or property from related organization(s)	1s	X	

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) REALTY SYSTEMS OF AMERICA, INC	Q	84,500.	BOOK VALUE
(2) RSA INSURANCE AGENCY, INC.	O	83,866.	BOOK VALUE
(3) RSA INSURANCE AGENCY, INC.	Q	170,000.	BOOK VALUE
(4) RSA INSURANCE AGENCY, INC.	A	2,500.	BOOK VALUE
(5)			
(6)			

Part VI Unrelated Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.?		(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor-tionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	

Part VII **Supplemental Information**

Provide additional information for responses to questions on Schedule R. See instructions.

PART V, LINE 1A

RSA RECEIVED INTEREST INCOME, A SPECIFIED PAYMENT, FROM ITS CONTROLLED TAXABLE SUBSIDIARY. THIS PAYMENT WAS MADE AT ARM'S LENGTH AND MEETS THE FAIR MARKET VALUE STANDARD.

Product: **Exempt**
Name: **Rent Stablization Association OF N.Y.C., INC**
FEIN: *******4120**
Bank Info:
Fiscal Year Begin Date: **1/1/2022**
IRS Message:

Category:
Plan Number:
Fiscal Year End Date: **12/31/2022**

IRS Center: **Ogden**
e-Postmark: **5/15/2023 9:57 PM**
Notification:
eSigned:

Return Information

Date	Return ID	Type of Activity	Submission ID	Refund/(Due)	Updated By	eSign Date
05/15/2023	22X:1770940.000:V1	Upload Started			Reid,Sarah	
05/15/2023	22X:1770940.000:V1	Ready to Release by Customer				
05/15/2023	22X:1770940.000:V1	Released for Transmission - Validation in Progress			Dietz, Kelly	
05/15/2023	22X:1770940.000:V1	Ready to transmit - Validation Complete				
05/15/2023	22X:1770940.000:V1	Transmitted to FD	13562820231350478e24			
05/15/2023	22X:1770940.000:V1	Accepted by FD on 5/15/2023				

ID	Status Date	Status	State/Other	State Category	FBAR	FBAR BSA ID

From:	Sarah Reid <sreid@pkfod.com>
Sent:	Tuesday, May 16, 2023 9:27 AM
To:	maguas@rsanyc.org
Cc:	Jonathan Zuckerman; Eva Mruk; Olga Sutin
Subject:	RE: RSA Form 990 Draft
Attachments:	2022 Final Form 990.pdf; https___efile.prosystemfx.com_.pdf

Good morning Maria,

The Form 990 has filed on behalf of the organization. Please see attached for the final return and the e-file confirmation.

Kind regards,

Sarah Reid
PKF O'Connor Davies
Know Greater Value®

300 Tice Boulevard, Suite 315, Woodcliff Lake, NJ 07677
T: 201.712.9800 | F: 201.712.0988 | D: 551.249.1822

sreid@pkfod.com | www.pkfod.com

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

Forbes 2023
AMERICA'S BEST TAX & ACCOUNTING FIRMS
POWERED BY STATISTA

From: Jonathan Zuckerman <JZuckerman@pkfod.com>
Sent: Tuesday, May 16, 2023 8:25 AM
To: maguas@rsanyc.org
Cc: Sarah Reid <sreid@pkfod.com>; Eva Mruk <emruk@pkfod.com>; Olga Sutin <osutin@pkfod.com>
Subject: RE: RSA Form 990 Draft

Hi Maria:

I believe the return was e-filed last evening. I will ask the tax team to forward the e-file confirmation to you for your records.

Thanks,

Jonathan

Jonathan Zuckerman, CPA
Partner
PKF O'Connor Davies
Know Greater Value®

245 Park Avenue, 12th Floor, New York, NY 10167
T: 212.867.8000 | F: 212.687.4346 | D: 646.699.2842 | M: [redacted]

JZuckerman@pkfod.com | www.pkfod.com

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ACCOUNTANTS AND ADVISORS

Forbes 2023
AMERICA'S BEST
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From: maguas@rsanyc.net <maguas@rsanyc.net>
Sent: Tuesday, May 16, 2023 8:17 AM
To: Olga Sutin <osutin@pkfod.com>
Cc: Sarah Reid <sreid@pkfod.com>; Eva Mruk <emruk@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>
Subject: RE: RSA Form 990 Draft
Importance: High

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Signed Form 8879 was forwarded to you so you can file return after I reviewed it & asked for the final one.
Please advise if return was filed.

Maria Aguas
Controller
Rent Stabilization Association of NYC, Inc.
123 William Street, 12th Floor
New York, NY 10038
T (212) 214 – 9277
F (212) 406 - 5266

From: Olga Sutin <osutin@pkfod.com>
Sent: Monday, May 15, 2023 6:40 PM
To: maguas@rsanyc.org
Cc: Sarah Reid <sreid@pkfod.com>
Subject: FW: RSA Form 990 Draft

Hi Maria,

Can you please let us know if we can proceed with efiling 2022 Form 990? After the 990 is efiled and accepted by IRS, we will send you final signed by tax partner version of the 990.

Thanks,
Olga

Olga Sutin
Tax Supervisor
PKF O'Connor Davies
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245 Park Avenue, 12th Floor, New York, NY 10167
T: 212.286.2600 | F: 212.286.4080 | D: 646.449.6382

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From: Sarah Reid <sreid@pkfod.com>
Sent: Monday, May 15, 2023 6:27 PM
To: maguas@rsanyc.net
Cc: Olga Sutin <osutin@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>; Eva Mruk <emruk@pkfod.com>
Subject: RE: RSA Form 990 Draft

Hi Maria,

Please see attached for the final Form 990.

Kind regards,

Sarah Reid
PKF O'Connor Davies
Know Greater Value®

300 Tice Boulevard, Suite 315, Woodcliff Lake, NJ 07677
T: 201.712.9800 | F: 201.712.0988 | D: 551.249.1822

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From: maguas@rsanyc.net <maguas@rsanyc.net>
Sent: Monday, May 15, 2023 4:22 PM
To: Sarah Reid <sreid@pkfod.com>
Cc: Olga Sutin <osutin@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>; Eva Mruk <emruk@pkfod.com>
Subject: RE: RSA Form 990 Draft

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Just spoke with Ioanna Vavasis – D/P- Credit card final balance is $38,466.67. The amount of $41,603 was based on the unadjusted trial balance.
Please email final Form 990.
Attached is the signed Form 8879-TE.

Maria Aguas
Controller
Rent Stabilization Association of NYC, Inc.
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New York, NY 10038
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F (212) 406 - 5266

From: Sarah Reid <sreid@pkfod.com>
Sent: Monday, May 15, 2023 3:33 PM
To: maguas@rsanyc.net
Cc: Olga Sutin <osutin@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>; Eva Mruk <emruk@pkfod.com>
Subject: RE: RSA Form 990 Draft

Hi Maria,

Please see attached for a revised draft of the Form 990 and responses to your questions below. Also attached is the functional expense grouping report and our lobbying expenditure calculation. Additionally, we have two questions from tax partner review:

- Can you please confirm that Mark Engel and Matthew Engel are related?
- Are Belkin Burden Wenig Goldman LLP who was provided a grant in the amount of $27,157 real estate attorneys? Please advise why a grant was given.

Thank you,

Sarah Reid
PKF O'Connor Davies
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From: maguas@rsanyc.net <maguas@rsanyc.net>
Sent: Monday, May 15, 2023 11:59 AM
To: Sarah Reid <sreid@pkfod.com>
Cc: Olga Sutin <osutin@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>; Eva Mruk <emruk@pkfod.com>
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Additional updates:
Zachary Kerr – should be removed as director – Removed
Number of voting members should be updated to 29 Updated
Schedule O Form 990 Pat VI, Sec A, Line 2 – remove …"Michael Kerr & Zachary Kerr, Directors of the Organization have a family relationship". Updated

Maria Aguas
Controller
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New York, NY 10038
T (212) 214 – 9277
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From: maguas@rsanyc.net <maguas@rsanyc.net>
Sent: Monday, May 15, 2023 11:16 AM
To: 'Sarah Reid' <sreid@pkfod.com>
Cc: 'Olga Sutin' <osutin@pkfod.com>; 'Jonathan Zuckerman' <JZuckerman@pkfod.com>; 'Eva Mruk' <emruk@pkfod.com>
Subject: RE: RSA Form 990 Draft
Importance: High

Part IV Line 11d – checked as yes – is this because of ASC 842? Last year "no" was checked Yes, this is because the organization is reporting a right-of-use asset in the amount of $4,079,001 as other assets
Part VII Sec A (8) Vito Signorile – column F what's details for $14,436 - should be $8,351.43 (based on 990 schedules) It was an incorrect formula in this cell, we have updated to $8,351.43
Part VII Sec A 1b Subtotal column f – should be $289,855.51 Yes it is $289,855.51
Part VII Sec B – why is ARCNYC123 William not listed in highest paid vendors? This is not listed on Part VII, Section B because the services provided to the organization are rent/utilities and are excluded from being reported on the Form 990, Part VII, Section B per the IRS
Part IX Line 11 g – should be $106,780.37 – D/P Credit card is only $38,466.67 not $41,603 (Group (9-11GB) - Other fees Per audit, the total of account 300326 D/P – Credit Card is $41,603. Per your request, we have made an adjustment and added to the office expenses total
Part IX – Line 13 – should be $805,242 Updated to add $3,137 from the credit card account to office expenses
Schedule C Part III-B Line 2a – what basis for $125,543 Please see the attached lobbying expenditure breakdown in addition to the below.

$	120,000.00	Paid to Dickinson & Avella PLLC – booked under Prof Fees/Consultation – Legislative
$	5,543.00	In house (employed) per report
$	125,543.00	Total Lobbying

Schedule O Form 990, Part VI Sec B Line 11B – please revise to state only:
The Form 990 is reviewed by the Controller, then forwarded with notes to the Executive Committee (Chairman of the Board, Treasurer & President) for review & approval. Updated
Schedule O Form 990 Part VI, Sec B Line 15 – Employees – "… the compensation review process was last conducted in 2022" Updated

Please update (both Form 990 & functional expense grouping) & send final draft.
Thanks…

Maria Aguas
Controller
Rent Stabilization Association of NYC, Inc.
123 William Street, 12th Floor
New York, NY 10038
T (212) 214 – 9277
F (212) 406 - 5266

From: Sarah Reid <sreid@pkfod.com>
Sent: Monday, May 15, 2023 9:29 AM
To: maguas@rsanyc.net
Cc: Olga Sutin <osutin@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>; Eva Mruk <emruk@pkfod.com>
Subject: RE: RSA Form 990 Draft

Good morning Maria,

Please see attached for the functional expense grouping report for 2021 and 2022. Also attached is our Form 8879-TE for signature updated to agree to the draft Form 990.

Thank you,

Sarah Reid

PKF O'Connor Davies
Know Greater Value®

300 Tice Boulevard, Suite 315, Woodcliff Lake, NJ 07677
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From: maguas@rsanyc.net <maguas@rsanyc.net>
Sent: Monday, May 15, 2023 8:06 AM
To: Olga Sutin <osutin@pkfod.com>; Jonathan Zuckerman <JZuckerman@pkfod.com>
Cc: Sarah Reid <sreid@pkfod.com>; Eva Mruk <emruk@pkfod.com>
Subject: RE: RSA Form 990 Draft

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Please see below.

Maria Aguas
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123 William Street, 12th Floor
New York, NY 10038
T (212) 214 – 9277
F (212) 406 - 5266

From: Olga Sutin <osutin@pkfod.com>
Sent: Saturday, May 13, 2023 5:10 PM
To: maguas@rsanyc.org
Cc: Sarah Reid <sreid@pkfod.com>
Subject: RSA Form 990 Draft

Hi Maria,

Please see attached for your internal review Draft Form 990 along with excel workpaper for functional expenses. The return is currently undergoing a quality control review by our Tax Partner and, in the event any revisions are required to this version, we will discuss any noteworthy issues with you and/or issue a new copy.

We still have a few questions: -

- Who and became Vice Chairman after Richard Kalikow left in October 2022? – will ask our legal counsel
- Did RSA have any other Lobbying expenses in addition to paid $120,000 to - none – you should have seen based on audit or confirmed with those who did audit
- If RSA had in 2022 Supplemental Retirement Benefit Plan? If yes, please confirm that Joe Strasburg (or any other employees) didn't receive in 2022 distributions/contributions from supplemental retirement benefits. - none – you should have seen based on audit or confirmed with those who did audit

Thanks,
Olga

Olga Sutin
Tax Supervisor
PKF O'Connor Davies
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Client: ***770940.0 - Rent Stabilization Association of NYC, Inc.***
Engagement: ***770940 - Rent Stabilization Association of NYC, Inc.***
Period Ending: ***12/31/2022***
Trial Balance: ***1100.01 - TB Database - RSA***
Workpaper: ***1100.04 - Functional Expenses Combined Detail LS***

Account	Description	1st PP-FINAL 12/31/2021	FINAL 12/31/2022	
Group : [9-01]	**Grants in US-Governments-990**			
Subgroup : None				
300362	Contributions	24,500.00	760,707.00	
Subtotal : None		**24,500.00**	**760,707.00**	
Total [9-01]	**Grants in US-Governments-990**	**24,500.00**	**760,707.00**	
Group : [9-07B]	**Oth.salaries&wages-ProgServ-990**			
Subgroup : None				
300101	Salaries & Wages - Admin	1,249,832.00	1,239,849.00	
300102	Salaries-Admin - PAC Reimb	(9,141.00)	(9,133.00)	
300103	Salaries-Admin-Agency Reimb	(10,715.00)	(10,478.00)	
300104	Salaries-Admin-Realty Reimb	(10,709.00)	(10,478.00)	
300105	Salaries & Wages - Owner Svcs	204,318.00	194,245.00	
300106	Salaries & Wages - Legal	293,809.00	298,350.00	
300110	Salaries & Wages - Research	171,537.00	204,614.00	
300113	Salaries & Wages - Accounting	334,926.00	351,956.00	
300114	Salaries-Acctg-PAC Reimb	(1,825.00)	(2,093.00)	
300115	Salaries-Acctg-Agency Reimb	(28,095.00)	(31,528.00)	
300116	Salaries-Acctg-Realty Reimb	(14,895.00)	(20,784.00)	
300118	Salaries & Wages - Data Entry	260,316.00	256,904.00	
300119	Salaries & Wages - Sales & Mktg	193,682.00	180,658.00	
300120	Salaries-Sales&Mktg-Realty Reim	(10,004.00)	(8,996.00)	
300131	Vacation / Sick - Admin	11,288.03	83,681.72	
300132	Vacation / Sick - Owner Service	156.60	1,917.48	
300133	Vacation / Sick - Legal	1,315.83	14,270.54	
300134	Vacation / Sick - Research	6,983.99	23,687.08	
300135	Vacation / Sick - Accounting	1,986.74	16,195.60	
300136	Vacation / Sick - Data Entry	4,894.76	10,005.62	
300137	Vacation / Sick - Sales & Mktg	(342.22)	3,408.62	
300140	Bonus - Admin	298,150.00	299,200.00	
300141	Bonus - Owner Services	5,000.00	6,200.00	
300142	Bonus - Legal	6,800.00	7,800.00	
300143	Bonus - Research	7,000.00	8,500.00	
300144	Bonus - Accounting	19,000.00	19,500.00	
300145	Bonus - Data Entry	5,700.00	5,400.00	
300146	Bonus - Sales & Marketing	6,600.00	6,500.00	
Subtotal : None		**2,997,569.73**	**3,139,352.66**	
Total [9-07B]	**Oth.salaries&wages-ProgServ-990**	**2,997,569.73**	**3,139,352.66**	
Group : [9-08B]	**Pension plan contr-ProgServ-990**			
Subgroup : None				
300229	401K Co Contribution	118,596.00	127,821.20	
300336	Prof Fees - Actuarial/JHancock	3,726.00	7,303.00	s/b professional fees, but per client report as pensio
Subtotal : None		**122,322.00**	**135,124.20**	
Total [9-08B]	**Pension plan contr-ProgServ-990**	**122,322.00**	**135,124.20**	
Group : [9-09B]	**Oth emp benefits-ProgServ-990**			
Subgroup : [9-09.1]	**Insurance benefits**			
300200.1	Health Insurance-Dental	48,759.00	43,666.00	
300220	Health Insurance-Medical	473,159.00	479,789.00	
300221	Health Insurance-Empe Reimb	(116,516.00)	(109,870.00)	
300222	Health Insurance - PAC Reimb	(779.00)	(816.00)	
300223	Health Ins-Agency Reimb	(2,557.00)	(2,623.00)	
300224	Health Ins-Realty Reimb	(3,285.00)	(3,441.00)	
300226	Basic Term Life Ins	3,398.00	3,401.00	
300227	Long Term Disability	8,431.00	8,337.00	
Subtotal [9-09.1]	**Insurance benefits**	**410,610.00**	**418,443.00**	
Subgroup : [9-09.2]	**Other benefits**			
300228	Other Employee Benefits	1,970.00	1,744.00	
Subtotal [9-09.2]	**Other benefits**	**1,970.00**	**1,744.00**	
Total [9-09B]	**Oth emp benefits-ProgServ-990**	**412,580.00**	**420,187.00**	

Group : [9-10B]	**Payroll taxes-ProgServ-990**				
Subgroup : [9-10B.1]	**Payroll taxes**				
300200	Employer Tax credits (Covid/Ret	(12,947.00)	0.00		
300201	FICA	161,230.00	148,455.00		
300202	FICA -PAC Reimb	(674.00)	(699.00)		
300204	FICA - Realty Reimb	(703.00)	(624.00)		
300205	FUTA	1,012.00	931.00		
300210	NYS Unemploy Ins	7,434.00	6,185.00		
300211	NYS Disability Ins	704.00	574.00		
300213	MTA Tax	8,301.00	(5,464.00)		
300451	Federal	(411.00)	0.00	OFFSET TO PAYROLL TAXES	
Subtotal [9-10B.1]	**Payroll taxes**	**163,946.00**	**149,358.00**		
Subgroup : [9-10B.2]	**Workers comp. reclassed from insurance**				
300351	Workers Compensation	5,814.00	5,740.00		
Subtotal [9-10B.2]	**Workers comp. reclassed from insura**	**5,814.00**	**5,740.00**		
Total [9-10B]	**Payroll taxes-ProgServ-990**	**169,760.00**	**155,098.00**		
Group : [9-11BB]	**Legal fees-ProgServ-990**				
Subgroup : None					
300335	Professional Fees - Legal	1,702,792.00	1,100,089.00		
Subtotal : None		**1,702,792.00**	**1,100,089.00**		
Total [9-11BB]	**Legal fees-ProgServ-990**	**1,702,792.00**	**1,100,089.00**		
Group : [9-11CB]	**Accounting fees-ProgServ-990**				
Subgroup : None					
300334	Professional Fees - Acctg	59,000.00	60,000.00		
Subtotal : None		**59,000.00**	**60,000.00**		
Total [9-11CB]	**Accounting fees-ProgServ-990**	**59,000.00**	**60,000.00**		
Group : [9-11FC]	**Invest. mgmt fees-Mngmnt-990**				
Subgroup : None					
300443	Bank fees - UnitedBank	20.00	0.00		
300444	Invest fees - BONY	103,050.00	113,329.00		
300447	Invest fees - Citibank	59,266.00	50,608.00		
300448	Invest fees - MSSB	101,574.00	83,852.00		
300449	Invest fees - S. Bernstein	28,615.00	25,812.00		
Subtotal : None		**292,525.00**	**273,601.00**		
Total [9-11FC]	**Invest. mgmt fees-Mngmnt-990**	**292,525.00**	**273,601.00**		
Group : [9-11GB]	**Other fees-ProgServ-990**				
Subgroup : None					
300326	D/P - Credit Card	37,824.00	~~41,603.00~~	28466.37	
300331	Consultation - Legislative	120,000.00	120,000.00	lobbying	
300332	Consultation - Public Relations	42,000.00	42,000.00		
300333	Consultation - Others	79,907.00	25,143.00		
300442	Bank Fees - Signature	1,171.00	1,171.00	s/b office but prof. fees per PBC	
Subtotal : None		**280,902.00**	**229,917.00**	Less lobbying	
Total [9-11GB]	**Other fees-ProgServ-990**	**280,902.00**	**229,917.00**	109,917.00	106 780.37
Group : [9-12B]	**Advertising-ProgServ-990**				
Subgroup : None					
300361	Advertising	320.00	456,999.00		
300363	Public Relations	22,289.00	516.00		
Subtotal : None		**22,609.00**	**457,515.00**		
Total [9-12B]	**Advertising-ProgServ-990**	**22,609.00**	**457,515.00**	✓	
Group : [9-13B]	**Office expenses-ProgServ-990**				
Subgroup : [9-13B.3]	**Printing**				
300380	Printing & Reproduction:Printing - Reimb	(184.00)	(220.00)		
300381	Printing	288,042.00	386,078.00		
300382	Printing - Reimb fr Agency	0.00	(8.00)		
Subtotal [9-13B.3]	**Printing**	**287,858.00**	**385,850.00**		
Subgroup : [9-13B.4]	**Office supplies & stationary**				
300420	Office Supplies - Agency reimb	(240.00)	(264.00)		
300420.1	Office Supplies - Mtge reimb	(18.00)	(22.00)		
300421	Office Supplies	6,254.00	8,236.00		
300424	Hall rental	0.00	13,986.00		

Subtotal [9-13B.4]	**Office supplies & stationary**	**5,996.00**	**21,936.00**	
Subgroup : [9-13B.6]	**Lease/Rental Equip**			
300423	Equipment Leasing	26,308.00	18,254.00	
Subtotal [9-13B.6]	**Lease/Rental Equip**	**26,308.00**	**18,254.00**	
Subgroup : [9-13B.7]	**Postage**			
300391	Postage	293,982.00	316,458.00	
Subtotal [9-13B.7]	**Postage**	**293,982.00**	**316,458.00**	
Subgroup : [9-13B.8]	**Telephone**			
300341	Office Telephone	26,838.00	27,398.00	
300343	Telephone - Agency Reimb	(693.00)	(713.00)	
300344	Telephone - Realty Reimb	(274.00)	(286.00)	
300345	Telephone-Mtge Reimb	(684.00)	(720.00)	
300346	Internet / Cable	1,416.00	1,518.00	
300347	Fax	2,732.00	2,727.00	
300348	Mobile / Cellular	720.00	2,114.00	
300348.1	Mobile / Cellular:FRicci	1,316.00	1,495.00	
300348.3	Mobile / Cellular:JStrasburg	2,806.00	3,555.00	
300348.4	Mobile / Cellular:MLeon	1,593.00	988.00	
Subtotal [9-13B.8]	**Telephone**	**35,770.00**	**38,076.00**	
Subgroup : [9-13B.9]	**Other Office**			
300414	Licenses	0.00	150.00	
300428	Sundry expenses	729.00	24,520.00	
Subtotal [9-13B.9]	**Other Office**	**729.00**	**24,670.00**	
				less $3,137 to match Audit FS
Total [9-13B]	**Office expenses-ProgServ-990**	**650,643.00**	**805,244.00**	**802,107.00**
Group : [9-14B]	**Information tech.-ProgServ-990**			
Subgroup : None				
300320	Data Process / Info Tech:D/P - ACH	845.00	831.00	
300321	Data Processing	19,319.00	41,700.00	
300322	D/P - Supplies	2,248.00	4,095.00	
300324	D/P - Software Maintenance	477,600.00	477,600.00	
300325	D/P - Payroll	3,755.00	3,636.00	
Subtotal : None		**503,767.00**	**527,862.00**	
Total [9-14B]	**Information tech.-ProgServ-990**	**503,767.00**	**527,862.00**	
Group : [9-16B]	**Occupancy-ProgServ-990**			
Subgroup : None				
300301	Rent	830,229.00	861,750.00	
300302	Rent - Agency Reimb	(24,907.00)	(24,907.00)	
300303	Rent - Mtge Reimb	(24,907.00)	(24,907.00)	
300305	Utilities	9,973.00	9,967.00	
300306	Utilities-Agency Reimb	(279.00)	(299.00)	
300307	Utilities-Mtge Reimb	(279.00)	(299.00)	
300310	RE Tax Escalation	(23,788.00)	(11,486.00)	
Subtotal : None		**766,042.00**	**809,819.00**	
Total [9-16B]	**Occupancy-ProgServ-990**	**766,042.00**	**809,819.00**	
Group : [9-17B]	**Travel-ProgServ-990**			
Subgroup : [9-17B.1]	**Park/Tolls/Vehicle**			
300401	Transportation:Fuel	7,592.00	10,817.00	
300401.1	Transportation:Others	1,545.00	5,830.00	
300401.2	Transportation:Parking	8,299.00	8,751.00	
300401.3	Transportation:Tolls	0.00	153.00	
Subtotal [9-17B.1]	**Park/Tolls/Vehicle**	**17,436.00**	**25,551.00**	
Subgroup : [9-17B.2]	**Travel Expense**			
300402	Travel:Air / Train	3,427.00	3,176.00	
300402.1	Travel:Car service / rent / taxi / MTA	7,521.00	7,742.00	
Subtotal [9-17B.2]	**Travel Expense**	**10,948.00**	**10,918.00**	
Subgroup : [9-17B.3]	**Lodging/accommodation**			
300402.3	Travel:Lodging & Accomodation	10,036.00	17,471.00	
Subtotal [9-17B.3]	**Lodging/accommodation**	**10,036.00**	**17,471.00**	
Subgroup : [9-17B.4]	**Business meals**			
300403	Business Meals	45,283.00	47,667.00	

Subtotal [9-17B.4]	**Business meals**	**45,283.00**	**47,667.00**
Total [9-17B]	**Travel-ProgServ-990**	**83,703.00**	**101,607.00**
Group : [9-19B]	**Conferences & mtgs-ProgServ-990**		
Subgroup : None			
300412	Board & Exec Meetings	60.00	0.00
300413	Conferences / Seminars / Meetin	240.00	356.00
Subtotal : None		**300.00**	**356.00**
Total [9-19B]	**Conferences & mtgs-ProgServ-990**	**300.00**	**356.00**
Group : [9-22B]	**Depreciation(ovrd)-ProgServ-990**		
Subgroup : None			
300431	Depreciation - Comp Equip	8,392.00	7,593.00
300432	Depreciation - Furn & Fix	56,309.00	28,981.00
300433	Depreciation - Automobile	13,698.00	11,982.00
300434	Amortization - LI Improvements	124,781.00	124,781.00
Subtotal : None		**203,180.00**	**173,337.00**
Total [9-22B]	**Depreciation(ovrd)-ProgServ-990**	**203,180.00**	**173,337.00**
Group : [9-23B]	**Insurance-ProgServ-990**		
Subgroup : None			
300352	General insurance	30,206.00	11,868.00
300353	Director's Liability	19,049.00	29,715.00
Subtotal : None		**49,255.00**	**41,583.00**
Total [9-23B]	**Insurance-ProgServ-990**	**49,255.00**	**41,583.00**
Group : [9-24B]	**Other expenses-ProgServ-990**		
Subgroup : [9-24B.1]	**Dues, subscriptions & cont. edu**		
300411	Dues & Subscriptions	76,906.00	70,201.00
Subtotal [9-24B.1]	**Dues, subscriptions & cont. edu**	**76,906.00**	**70,201.00**
Subgroup : [9-24B .2]	**Repairs & maintenance**		
300422	Repairs & Maintenance /Cleaning	20,827.00	17,255.00
Subtotal [9-24B .2]	**Repairs & maintenance**	**20,827.00**	**17,255.00**
Total [9-24B]	**Other expenses-ProgServ-990**	**97,733.00**	**87,456.00**
Group : [9-24D]	**Other expenses-Fndrsng-990**		
Subgroup : [9-24D.3]	**Loss on Disposal of Auto**		
300435	Gain/ (Loss)- Disposal of Auto	(2,205.00)	0.00
Subtotal [9-24D.3]	**Loss on Disposal of Auto**	**(2,205.00)**	**0.00**
Total [9-24D]	**Other expenses-Fndrsng-990**	**(2,205.00)**	**0.00**
	Sum of Account Groups	**8,436,977.73**	**9,278,854.86**

$	120,000.00	Paid to Dickinson & Avella PLLC – booked under Prof Fees/Consultation – Legislative	1250.06	
$	5,543.00	In house (employed) per report	2550.01a	2550.01b
$	125,543.00	Total Lobbying		
$	3,378,753.00	Dues from members		
$	-	Carried over from PY		
$	125,543.00	Current year lobbying		
$	1,013,625.90	Aggregate amount reported in section 6033e(1)(A) notices of nondeductible dues		
$	(888,082.90)	Taxable amount of lobbying		

CLIENT SEMI-ANNUAL

FILING PERIOD: 2022 - JANUARY/JUNE

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CONTRACTUAL CLIENT	BENEFICIAL CLIENTS
RENT STABILIZATION ASSOCIATION OF NYC, INC. 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266	**RENT STABILIZATION ASSOCIATION OF NYC, INC.** 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266

BENEFICIAL CLIENT(S) & SOF

LIST OF BENEFICIAL CLIENTS AFFILIATED TO CONTRACTUAL CLIENT	SOF
RENT STABILIZATION ASSOCIATION OF NYC, INC. 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266 e.	VIEW (/publicquery/ViewFiling/SOF/MzczODI30)

PRINCIPAL LOBBYIST(S) INFORMATION

PRINCIPAL LOBBYIST(S)

INFO	LOBBYIST RELATIONSHIP WITH CONTRACTUAL CLIENT	LIST OF BENEFICIAL CLIENTS ON LOBBYISTS REGISTRATION	OTHER INFO
RENT STABILIZATION ASSOCIATION OF NYC, INC. 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266	EMPLOYED	RENT STABILIZATION ASSOCIATION OF NYC, INC.	LEVEL OF GOV BOTH COMPENSATION $3892 REIMBURSEMENT $0

CLIENT SEMI-ANNUAL

FILING PERIOD: 2022 - JULY/DECEMBER

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CONTRACTUAL CLIENT	BENEFICIAL CLIENTS
RENT STABILIZATION ASSOCIATION OF NYC, INC. 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266	**RENT STABILIZATION ASSOCIATION OF NYC, INC.** 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266

BENEFICIAL CLIENT(S) & SOF

LIST OF BENEFICIAL CLIENTS AFFILIATED TO CONTRACTUAL CLIENT	SOF
RENT STABILIZATION ASSOCIATION OF NYC, INC. 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266 e.	VIEW (/publicquery/ViewFiling/SOF/NDMyMDQ50)

PRINCIPAL LOBBYIST(S) INFORMATION

PRINCIPAL LOBBYIST(S)

INFO	LOBBYIST RELATIONSHIP WITH CONTRACTUAL CLIENT	LIST OF BENEFICIAL CLIENTS ON LOBBYISTS REGISTRATION	OTHER INFO	
RENT STABILIZATION ASSOCIATION OF NYC, INC. 123 WILLIAM ST. 12 FL. NEW YORK, NY 10038 p.212-214-9266	EMPLOYED	RENT STABILIZATION ASSOCIATION OF NYC, INC.	LEVEL OF GOV	BOTH
			COMPENSATION	$1651
			REIMBURSEMENT	$0

CONFIDENTIAL

Exhibit 6A-2

RSA FY2022 Audited Financial Statements

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidated Financial Statements
and Supplementary Information
for years ended
December 31, 2022 and 2021

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PKF
O'CONNOR
DAVIES
ACCOUNTANTS AND ADVISORS

Independent Auditors' Report

To the Board of Directors
of Rent Stabilization Association of N.Y.C., Inc.

Opinion

We have audited the accompanying consolidated financial statements of Rent Stabilization Association of N.Y.C., Inc. (a New York not-for-profit membership corporation) and Subsidiaries, (the "Association") which comprise the consolidated statements of financial position as of December 31, 2022 and 2021, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Association as of December 31, 2022 and 2021, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company adopted the Financial Accounting Standards Board's ("FASB") Topic 842, *Leases*, using the effective date method, with January 1, 2022 as the date of initial adoption. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

PKF O'Connor Davies, LLP

May 8, 2023

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidated Statements of Financial Position

Assets

	December 31	
	2022	2021
Current assets		
Cash and cash equivalents	$ 3,512,776	$ 7,192,064
Investments	49,280,589	56,560,459
Accounts receivable	62,926	78,474
Prepaid expenses and other	234,241	141,291
Total Current Assets	53,090,532	63,972,288
Investment in and advances to RSA Mortgage Brokerage, LLC	144,163	126,620
Property and equipment, net	626,039	796,591
Right-of-use asset, net	4,079,001	-
Total Assets	$ 57,939,735	$ 64,895,499

Liabilities and Net Assets

	2022	2021
Current liabilities		
Accounts payable and accrued expenses	$ 658,932	$ 859,644
Operating lease liability, current portion	851,575	-
Contract liabilities	821,527	886,567
Total Current Liabilities	2,332,034	1,746,211
Deferred rent	-	703,800
Operating lease liability, net of current portion	3,958,828	-
Total Liabilities	6,290,862	2,450,011
Commitments and contingencies		
Net assets - without donor restrictions	51,648,873	62,445,488
Total Liabilities and Net Assets	$ 57,939,735	$ 64,895,499

See notes to consolidated financial statements

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidated Statements of Activities

	Year Ended December 31	
	2022	2021
Net Assets Without Donor Restrictions		
Revenues		
Program revenue	$ 5,799,532	$ 5,751,279
Service revenue	430,553	478,770
Other revenue	53,983	82,506
Net assets released from restrictions	-	229,027
Total Revenues	6,284,068	6,541,582
Expenses		
Program services	7,615,084	6,889,177
Management and general	1,614,989	1,631,960
Total Expenses	9,230,073	8,521,137
Changes in Net Assets Before Investment Return and Equity in Earnings of RSA Mortgage Brokerage, LLC	(2,946,005)	(1,979,555)
Investment return		
Net realized and unrealized gains (losses) on investments net of investment expenses	(9,244,326)	4,040,579
Interest and dividends	1,377,341	1,853,912
Total Investment Return	(7,866,985)	5,894,491
Changes in Net Assets Before Equity in Earnings of RSA Mortgage Brokerage, LLC	(10,812,990)	3,914,936
Equity in earnings of RSA Mortgage Brokerage, LLC	16,375	32,658
Changes in Net Assets Without Donor Restrictions	(10,796,615)	3,947,594
Net assets - without donor restrictions, beginning of year	62,445,488	58,497,894
Net assets - without donor restrictions, end of year	51,648,873	62,445,488
Net Assets With Donor Restrictions		
Net assets - with donor restrictions, beginning of year	-	229,027
Net Assets Released from Restrictions	-	(229,027)
Net assets - with donor restrictions, end of year	-	-
Changes in Net Assets	(10,796,615)	3,718,567
Net assets, beginning of year	62,445,488	58,726,921
Net assets, end of year	$ 51,648,873	$ 62,445,488

See notes to consolidated financial statements

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses
Year Ended December 31, 2022

	Program Services	Management and General	Total
Salaries, benefits and payroll taxes	$ 2,991,675	$ 920,751	$ 3,912,426
Professional and consulting fees	1,312,720	81,816	1,394,536
Advertising and public relations	1,218,222	-	1,218,222
Rent and utilities	615,462	194,356	809,818
Postage and printing	702,308	-	702,308
Data processing fees	351,908	182,874	534,782
General and administrative	219,236	163,089	382,325
Depreciation and amortization	135,604	41,601	177,205
Insurance	35,966	24,409	60,375
Telephone	31,983	6,093	38,076
	$ 7,615,084	$ 1,614,989	$ 9,230,073

See notes to consolidated financial statements

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses
Year Ended December 31, 2021

	Program Services	Management and General	Total
Salaries, benefits and payroll taxes	$ 2,973,490	$ 929,402	$ 3,902,892
Professional and consulting fees	1,953,239	117,449	2,070,688
Rent and utilities	582,192	183,850	766,042
Postage and printing	581,840	-	581,840
Data processing fees	335,845	174,015	509,860
General and administrative	189,147	146,546	335,693
Depreciation and amortization	154,417	49,086	203,503
Insurance	41,852	25,886	67,738
Advertising and public relations	47,109	-	47,109
Telephone	30,046	5,726	35,772
	$ 6,889,177	$ 1,631,960	$ 8,521,137

See notes to consolidated financial statements

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2022	2021
Cash Flows from Operating Activities		
Changes in net assets	$ (10,796,615)	$ 3,718,567
Adjustments to reconcile changes in net assets to net cash (used) by operating activities		
Depreciation and amortization	177,205	203,503
Net realized and unrealized (gains) losses on investments, net of investment expenses	9,244,326	(4,040,579)
Equity in (earnings) of RSA Mortgage Brokerage, LLC	(16,375)	(32,658)
Change in Operating Assets and Liabilities		
Accounts receivable	15,548	(37,930)
Prepaid expenses and other	(96,868)	92,786
Accounts payable and accrued expenses	(200,712)	127,832
Deferred compensation	-	(176,738)
Contract liabilities	(65,040)	53,650
Net Adjustments	9,058,084	(3,810,134)
Net Cash (Used) by Operating Activities	(1,738,531)	(91,567)
Cash Flows from Investing Activities		
Purchases of investments	(23,494,096)	(14,327,884)
Proceeds from sales of investments	21,608,555	12,945,312
Advances to RSA Mortgage Brokerage, LLC, net	(26,168)	(26,075)
Return of capital distributions from RSA Mortgage Brokerage, LLC	25,000	-
Accrued interest	(47,396)	7,132
Expenditures for property and equipment	(6,652)	(121,825)
Net Cash (Used) by Investing Activities	(1,940,757)	(1,523,340)
(Decrease) in Cash and Cash Equivalents	(3,679,288)	(1,614,907)
Cash and cash equivalents at beginning of year	7,192,064	8,806,971
Cash and cash equivalents at end of year	$ 3,512,776	$ 7,192,064

See notes to consolidated financial statements

Note 1 - Organization and summary of significant accounting policies

Rent Stabilization Association of N.Y.C., Inc. (the “Association”) and its wholly-owned subsidiaries, Realty Systems of America, Inc. (“Realty Systems”) and RSA Insurance Agency, Inc. (“Agency”) provide services to landlords, including computerized rent registration of rent-stabilized apartments with the New York State Division of Housing and Community Renewal. Realty Systems, among other businesses, provides a fuel purchasing program and computer management, consulting and other data processing services to members of the Association. Agency is a fully licensed insurance broker. All significant intercompany balances and transactions have been eliminated.

A summary of the Association’s significant accounting policies consistently applied in the preparation of the accompanying consolidated financial statements are as follows:

a. Use of estimates

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”), which requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The most significant areas which require the use of management’s estimates relate to revenue recognition, the determination of the carrying value of the Association’s investment portfolio, contract liabilities and the allocation of costs and expenses on a functional basis.

b. Net assets

The Association segregates its net assets as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the board of directors.

Net assets with donor restrictions - Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature and those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is received.

c. Change in accounting policy

The Association adopted FASB Topic 842, *Leases*, using the effective date method with January 1, 2022, as the date of initial adoption, with certain practical expedients available. The Association elected the available practical expedients to account for its existing operating leases as operating leases, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

Note 1 - Organization and summary of significant accounting policies *(continued)*

c. Change in accounting policy *(continued)*

As a result of the adoption of the new lease accounting guidance, on January 1, 2022 the Association recognized a lease liability of $5,579,268, that represents the present value of the remaining operating lease payments of $5,823,212, discounted using the risk free interest rate using the treasury note or treasury bond rate for five years of 1.37% and a ROU asset of $4,875,468, that represents the operating lease liability of $5,579,268 adjusted for the existing deferred rent liability of $703,800 recorded under previous lease guidance.

The standard had a material impact on the Association's consolidated statement of financial position but did not have an impact on its consolidated statements of activities, functional expense and cash flows. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases.

d. Program revenue

(1) Membership income is based on a fee of $7.00 per apartment/unit. Revenue is recognized when the member is provided access to Association information.

(2) Fire safety and window guard/lead paint income is based on a fee of $4.90 per apartment ($3.90 for members) for fire safety and evaluation procedures and informational letters regarding window guard/lead paint notices sent to tenants. Such revenue is recognized at the time when notices are mailed to tenants.

(3) Rent registration revenue is recognized at the time registration forms are processed.

(4) The Legal Fund consists of voluntary contributions restricted to matters related to regulations and laws enacted on federal, state and local levels, and to assist members in initiating and appealing litigation claims. Such revenue is recognized at the time when contributions are made.

As of January 1, 2021, the balance for contract assets was $40,544 and for contract liabilities was $832,917.

e. Service revenue

Fees for insurance brokerage services are based on amounts billed to Agency by the insurance broker plus a commission. Since the premiums are directly paid by the member and pricing is determined by the broker, Agency recognizes revenue on a net basis. Insurance brokerage revenue is recognized as a single performance obligation when the contract is signed as there are no future performance obligations.

Other revenues are recognized upon completion of service with the member which is generally one year or less.

f. Allowance for doubtful accounts

The allowance for doubtful accounts is established through a provision for bad debts charged to expenses. Accounts receivable are charged against the allowance for doubtful accounts when management believes that collectability of principal is unlikely. Recoveries of accounts receivable previously written off are recorded when received.

Note 1 - Organization and summary of significant accounting policies *(continued)*

f. Allowance for doubtful accounts *(continued)*

The allowance is an amount that management believes will be adequate to absorb estimated losses on existing accounts receivable, based on an evaluation of the collectability of accounts receivable and prior bad debt experience. This evaluation also takes into consideration factors such as: changes in the nature and volume of the accounts receivable, overall accounts receivable quality, review of specific accounts receivable balances, and current economic conditions that may affect the member's ability to pay. While management uses the best information available to make its evaluation, future adjustments to the allowance may be necessary if there are significant changes in economic conditions.

As of December 31, 2022 and 2021, the Association concluded that an allowance for doubtful accounts was not warranted.

g. Property and equipment

The Association follows the practice of capitalizing all renewal and betterment expenditures for property and equipment with a useful life of greater than five years. Depreciation is provided in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives (five to ten years) by the straight-line method. Amortization of leasehold improvements is provided by the straight-line method over the terms of the respective lease or the service lives of the improvements, whichever is shorter.

h. Cash and cash equivalents

The Association considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents.

i. Fair value measurement

The Association measures and reports its investments at fair value, in accordance with US GAAP. Fair value of an investment is the amount that would be received to sell the investment in an orderly transaction between market participants at the measurement date (i.e. the exit price). Unrealized gains and losses on investments are recorded in current earnings. Net realized and unrealized gains and losses on investments, net of investment expenses are reported on the consolidated statements of activities and consist of realized and unrealized capital gains and losses, less investment expenses. The Association computes gains and losses on sales of its investments using the specific identification method.

US GAAP establishes a fair value hierarchy that distinguishes between market participants' assumptions developed based on market data obtained from independent sources (observable inputs) and an entity's own assumptions about market participant assumptions based on the information available in the circumstances (unobservable inputs). The fair value hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three broad levels with the highest priority to quoted prices in active markets (Level I) and the lowest priority to unobservable inputs (Level III).

Note 1 - Organization and summary of significant accounting policies *(continued)*

i. Fair value measurement *(continued)*

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level I - Observable inputs such as quoted prices for identical assets or liabilities in active markets.

Level II – Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date with fair value determined through the use of models or other valuation techniques. Observable inputs reflect the market assumptions market participants would use in pricing the asset and are developed based on market data obtained from sources independent of the Association.

Level III - Unobservable inputs which reflect the assumptions that the Association would develop based on available information about what market participants would use in valuing the asset and include situations where there is little, if any, market activity for this investment.

NAV - US GAAP provides for using the Net Asset Value (“NAV”) as a “Practical Expedient” for estimating fair value of certain alternative investments. Accordingly, the Association reports the fair value of its investments in certain mutual funds based on the NAV reported by investment managers. In accordance with US GAAP, these investments are excluded from classification within the fair value hierarchy.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an investment’s level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value of the measurement. Management of the Association’s assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the investment.

j. Contract liabilities

Contract liabilities represents prepaid fire safety and window guard/lead paint program fees, which are recognized as revenue in the subsequent year.

k. Allocation of costs and expenses

The costs and expenses of providing various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. The consolidated statements of functional expenses present the natural classification detail of expenses by function. Accordingly, costs have been allocated as determined by management’s best estimates among the programs and other activities benefited. Such allocations are determined by management on the basis of estimates of time and effort.

l. Concentration of credit risk

Financial instruments, which potentially subject the Association to concentrations of credit risk, regardless of the degree of such risk, consist principally of cash and cash equivalents, as well as its mutual funds, fixed income and equity investments. The Association invests the majority of excess cash in its investment portfolio.

Note 1 - Organization and summary of significant accounting policies *(continued)*

l. Concentration of credit risk *(continued)*

The Association maintains its cash balances in several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. The Association also maintains its investments in several financial institutions.

During March 2023, Signature Bank (the "Bank") was closed by the New York Department of Financial Services, which appointed the Federal Deposit Insurance Corporation (the "FDIC") as receiver. As of March 12, 2023, the Association has deposit accounts with the Bank with an aggregate balance of approximately $2,500,000 which is approximately 77% of the Association's total current cash, cash equivalents, and investments. The Bank does not hold the Association's investments portfolio, which is managed in segregated custodial accounts at four other financial institutions.

As of March 12, 2023, the FDIC has taken over all deposits of the Bank and has stated that all depositors will be made whole even though they exceed the FDIC limits of $250,000. At this time, the Association expects to continue to be able to meet its payroll and vendor obligations. However, due to disruptions to the U.S. banking system caused by the recent developments involving the Bank, the Association may experience delays in its ability to transfer funds whether held with the Bank or otherwise.

m. Income taxes

The Association is exempt from income tax under section 501(c)(6) of the Internal Revenue Code while Realty Systems and Agency are for-profit corporations (see Note 11).

The Association recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Management has determined that the Association had no uncertain tax positions that would require recognition or disclosure in the consolidated financial statements.

The Association's tax returns for all years since 2019 remain open to examination by the respective taxing authorities. There are currently no tax examinations in progress.

n. Leases

As of January 1, 2022, the Association leased office space and determined if an arrangement is a lease at inception. The operating lease is included in right-of-use asset ("ROU asset"), and current and long term operating lease liability on the accompanying 2022 consolidated statement of financial position.

ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The lease does not provide an implicit borrowing rate. The Association uses a risk-free rate based on the information available at the commencement date in determining the present value of lease payments. The ROU asset includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Association will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Association's lease agreement does not contain any material residual value guarantees or material restrictive covenants.

Note 1 - Organization and summary of significant accounting policies *(continued)*

n. Leases *(continued)*

The Association's lease agreement contains lease and non-lease components, which are generally accounted for separately. Variable lease components in this lease includes utilities and is recognized in operating expenses in the period in which the obligation is incurred.

For the year ended December 31, 2021, U.S. GAAP guidance stated rent shall be charged to expense over the lease term as it became payable. If rental payments are not made on a straight-line basis, rental expense shall be recognized on a straight-line basis unless another systematic and rational basis is more representative of the time pattern in which use benefit is derived from the leased property, in which case that basis shall be used. The difference between the straight-line rent expense and rent paid is reflected as a deferred rent liability in the consolidated statement of financial position as of December 31, 2021.

o. Subsequent events

Management has evaluated subsequent events for disclosure and/or recognition in the consolidated financial statements through the date the consolidated financial statements were available to be issued, which date is May 8, 2023.

Note 2 - Investments

	December 31, 2022		December 31, 2021	
	Cost	Fair Value	Cost	Fair Value
Fixed income investments	$ 11,902,356	$ 11,207,298	$ 9,297,664	$ 9,304,626
Equity investments	18,795,315	23,795,221	19,290,714	30,523,069
Mutual funds	8,084,436	6,936,040	9,106,290	9,359,365
Governmental securities	7,331,293	7,190,043	7,190,092	7,268,808
	46,113,400	49,128,602	44,884,760	56,455,868
Accrued interest	151,987	151,987	104,591	104,591
Total	$ 46,265,387	$ 49,280,589	$ 44,989,351	$ 56,560,459

The following table summarizes the fair value measurement categories of the Association's investments:

	December 31, 2022			
	Level I	Level II	NAV	Total
Fixed income investments	$ -	$ 11,207,298	$ -	$ 11,207,298
Equity investments	23,795,221	-	-	23,795,221
Mutual funds	4,273,234	-	2,662,806	6,936,040
Governmental securities	-	7,190,043	-	7,190,043
	$ 28,068,455	$ 18,397,341	$ 2,662,806	$ 49,128,602

Note 2 - Investments *(continued)*

	December 31, 2021			
	Level I	Level II	NAV	Total
Fixed income investments	$ -	$ 9,304,626	$ -	$ 9,304,626
Equity investments	30,523,069	-	-	30,523,069
Mutual funds	6,041,598	-	3,317,767	9,359,365
Governmental securities	-	7,268,808	-	7,268,808
	$ 36,564,667	$ 16,573,434	$ 3,317,767	$ 56,455,868

The net asset value (NAV) investments consist of Overlay A and Overlay B Portfolios. The investment objective of these portfolios is to moderate the volatility of any equity-oriented asset allocation over the long-term, as part of an investor's overall asset allocation. These portfolio shares can be redeemed each day the New York Stock Exchange is open. There were no unfunded commitments as of December 31, 2022 and 2021.

Note 3 - Investment in and advances to RSA Mortgage Brokerage, LLC

The Association owns a 50% member interest in RSA Mortgage Brokerage, LLC ("Brokerage"), an entity formed to serve as a commercial mortgage broker for multifamily residential financing. During 2022 and 2021, the Association made advances to Brokerage totaling $26,168 and $26,075, respectively. For the years ended December 31, 2022 and 2021, the Association's share of equity in earnings (losses) in Brokerage was $16,375 and $32,658, respectively. At December 31, 2022 and 2021, the Association's investment in and advances to Brokerage is reported at $144,163 and $126,620, respectively.

Note 4 - Property and equipment

Property and equipment are recorded at cost and are summarized as follows:

	December 31	
	2022	2021
Computer equipment	$ 558,014	$ 551,694
Furniture and equipment	967,335	967,002
Leasehold improvements	1,244,560	1,244,560
	2,769,909	2,763,256
Less accumulated depreciation and amortization	2,143,870	1,966,665
Net property and equipment	$ 626,039	$ 796,591

Depreciation and amortization expense for the years ended December 31, 2022 and 2021 was $177,205 and $203,503, respectively. At December 31, 2022, there were $1,109,985 of fully depreciated assets still in service. At December 31, 2022, there were $173,337 of fully depreciated assets written off.

Note 5 - Lease commitment

The Association's lease agreement for office space with its landlord expires on February 29, 2028. In accordance with the terms of the lease agreement, the Association is required to pay escalation charges for real estate taxes (based upon increases over base year charges) and operating expenses. The Association also has the option to renew the lease for an additional five-year period.

Information related to the operating lease is as follows as of December 31, 2022:

Operating lease ROU asset	$4,079,001
Current portion of operating lease liability	851,575
Noncurrent portion of operating lease liability	3,958,828

The ROU asset is net of $800,385 accumulated amortization at December 31, 2022.

The components of lease cost were as follows for the year ended December 31, 2022:

Operating lease cost	$ 799,852
Variable lease cost	9,966
Lease Expense	$ 809,818

Information associated with the measurement of the Company's operating lease obligations as of December 31, 2022 is as follows:

Remaining lease term in years for operating lease	5.2
Discount rate for operating lease	1.37%

The lease agreement provides for the following future minimum lease payments:

Year Ending December 31,	
2023	$ 912,230
2024	944,629
2025	965,883
2026	987,615
2027 and thereafter	1,178,763
Total Future Minimum Lease Payments	4,989,120
Less imputed interest	(178,717)
Total Operating Lease Liability	$ 4,810,403

Rent expense for the years ended December 31, 2022 and 2021 was $809,818 and $766,042, respectively.

Supplemental cash flow information related to the operating lease for the year ended December 31, 2022 includes $4,875,468 of ROU assets recognized upon adoption of new lease guidance and $834,093 of cash paid for amounts included in the measurement of operating lease liabilities.

Note 6 - Employee benefit plan

The Association maintains a 401(k) retirement plan for qualified employees. The 401(k) retirement plan allows eligible employees to contribute a portion of their compensation on a pre-tax basis, subject to an annual limitation per employee. In addition, the Association may make a discretionary contribution to the 401(k) retirement plan. The Association's contributions to the 401(k) retirement plan amounted to approximately $128,000 and $119,000 for the years ended December 31, 2022 and 2021, respectively.

Note 7 - Liquidity and Availability of Financial Assets

The following represents the Association's financial assets available to meet general expenditures within one year as of December 31, 2022 and 2021:

	2022	2021
Financial assets at year end:		
Cash and cash equivalents	$ 3,512,776	$ 7,192,064
Investments	49,280,589	56,560,459
Accounts receivable	62,926	78,474
Total Financial Assets Available Within One Year	$ 52,856,291	$ 63,830,997

Income from investments are available for general use. Although the Association does not intend to spend from its investment portfolio, these amounts could be made available if necessary. As part of its liquidity maintenance, the Association invests excess cash in money market funds as well as short term and fixed income investments. The Association relies on revenue from members to fund operating expenses.

Note 8 - Net assets with donor restrictions

Net assets with donor restrictions consisted of contributions to the legal fund that is restricted to matters related to laws and regulations, as well as assisting members in initiating and appealing litigation claims. For the year ended December 31, 2021, $229,027 of net assets with donor restrictions were released from restriction.

Note 9 - Program revenue

Program revenue for the years ended December 31, 2022 and 2021 consists of the following:

	2022	2021
Membership	$ 3,378,753	$ 3,402,179
Fire safety, window guard/lead paint	1,024,651	1,001,192
Rent registration	632,218	612,978
Legal fund	603,262	597,282
Lease renewal and related services	82,113	68,138
Forms	78,360	59,810
Other	175	9,700
	$ 5,799,532	$ 5,751,279

Note 10 - Service revenue

Service revenue for the years ended December 31, 2022 and 2021 consists of the following:

	2022	2021
Insurance brokerage commissions	$ 348,790	$ 390,193
Fuel plan income	62,077	67,141
Natural gas income	9,556	9,249
Tenant screening and contract referrals	10,130	12,187
	$ 430,553	$ 478,770

Note 11 - Income taxes

At December 31, 2022, Realty Systems and Agency have available net operating loss carryforwards ("NOLs") which total approximately $843,000 and $285,000, respectively, for Federal income tax purposes, of which $793,000 and $74,000, respectively, expire during various years through 2037 and $50,000 and $211,000, respectively, may be carried forward indefinitely; however, utilization thereof will be subject to limitation pursuant to the Tax Cuts and Jobs Act ("TCJA") of 2017. The TCJA provides that utilization of NOLs arising in tax years beginning after December 31, 2017, may be carried forward indefinitely, subject to certain limitations. Because the future utilization of these tax NOLs is uncertain, no related deferred tax asset account (which would be approximately $370,000 at December 31, 2022 and $390,000 at December 31, 2021) has been reflected in the accompanying consolidated financial statements. The net operating loss carryforwards for Realty Systems and Agency offset taxable income for the years ended December 31, 2022 and 2021. As such, there is no provision for taxes recorded for the years ended December 31, 2022 and 2021.

Note 12 - Claims and litigation

Claims and litigation to which the Association may be a party arise from time to time in the ordinary conduct of the Association's business. In the opinion of management, claims and litigation outstanding against the Association as of December 31, 2022, are either without merit or the ultimate losses, if any, would not have a material adverse effect on its consolidated financial statements.

Note 13 - Subsequent events

Management has evaluated subsequent events for disclosure and/or recognition in the consolidated financial statements through the date that the consolidated financial statements were available to be issued, which date is May 8, 2023.

SUPPLEMENTARY INFORMATION

PKF
O'CONNOR
DAVIES
ACCOUNTANTS AND ADVISORS

Independent Auditors' Report on Supplementary Information

To the Board of Directors
of Rent Stabilization Association of N.Y.C., Inc.

We have audited the consolidated financial statements of Rent Stabilization Association of N.Y.C., Inc. (a New York not-for-profit membership corporation) and Subsidiaries (the "Association") as of and for the years ended December 31, 2022 and 2021, and our report thereon dated May 8, 2023 which expressed an unmodified opinion on those consolidated financial statements appears on pages 1 and 2. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The 2022 consolidating information on pages 19 and 20 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

PKF O'Connor Davies, LLP

May 8, 2023

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position
December 31, 2022

	Rent Stabilization Association of N.Y.C., Inc.	Realty Systems of America, Inc.	RSA Insurance Agency, Inc.	Eliminations	Total
Assets					
Current Assets					
Cash and cash equivalents	$ 3,267,223	$ 7,650	$ 237,903	$ -	$ 3,512,776
Investments	49,280,589	-	-	-	49,280,589
Accounts receivable	6,410	9,391	47,125	-	62,926
Prepaid expenses and other	222,428	2,068	9,745	-	234,241
Total Current Assets	52,776,650	19,109	294,773	-	53,090,532
Investments in and amounts due from subsidiaries	240,577	-	-	(240,577)	-
Investment in and advances to RSA Mortgage Brokerage, LLC, net of valuation allowance	144,163	-	-	-	144,163
Property and equipment, net	624,462	-	1,577	-	626,039
Right-of-use asset, net	4,079,001	-	-	-	4,079,001
Total Assets	$ 57,864,853	$ 19,109	$ 296,350	$ (240,577)	$ 57,939,735
Liabilities and Net Assets					
Current liabilities					
Accounts payable and accrued expenses	$ 584,050	$ 4,087	$ 70,795	$ -	$ 658,932
Operating lease liability, current portion	851,575	-	-	-	851,575
Contract liabilities	821,527	-	-	-	821,527
Due to parent	-	582,002	278,692	(860,694)	-
Total Current Liabilities	2,257,152	586,089	349,487	(860,694)	2,332,034
Operating lease liability, net of current portion	3,958,828	-	-	-	3,958,828
Intercompany loan	-	-	175,000	(175,000)	-
Total Liabilities	6,215,980	586,089	524,487	(1,035,694)	6,290,862
Commitments and contingencies					
Net assets - without donor restrictions	51,648,873	-	-	-	51,648,873
Stockholder's equity	-	4,000	500	(4,500)	-
Capital stock	-	(570,980)	(228,637)	799,617	-
Total Net Assets and Stockholder's Equity	51,648,873	(566,980)	(228,137)	795,117	51,648,873
Total Liabilities and Net Assets	$ 57,864,853	$ 19,109	$ 296,350	$ (240,577)	$ 57,939,735

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC. AND SUBSIDIARIES

Consolidating Statement of Activities
Year Ended December 31, 2022

	Rent Stabilization Association of N.Y.C., Inc.	Realty Systems of America, Inc.	RSA Insurance Agency, Inc.	Eliminations	Total
Net Assets Without Donor Restrictions					
Revenues					
Program revenue	$ 5,799,532	$ -	$ -	$ -	$ 5,799,532
Service revenue	-	81,763	348,790	-	430,553
Other revenue	53,953	-	30	-	53,983
Equity in earnings of subsidiaries	74,765	-	-	(74,765)	-
Total Revenues	5,928,250	81,763	348,820	(74,765)	6,284,068
Expenses					
Program services	7,615,084	-	-	-	7,615,084
Management and general	1,257,903	49,257	307,829	-	1,614,989
Total Expenses	8,872,987	49,257	307,829	-	9,230,073
Changes in Net Assets and Accumulated Deficit Before Investment Return and Equity in Earnings of RSA Mortgage Brokerage, LLC	(2,944,737)	32,506	40,991	(74,765)	(2,946,005)
Investment return					
Net realized and unrealized (losses) on investments, net of investment expense	(9,244,326)	-	-	-	(9,244,326)
Interest and dividends	1,376,073	34	1,234	-	1,377,341
Total Investment Return	(7,868,253)	34	1,234	-	(7,866,985)
Changes in Net Assets and Accumulated Deficit Before Equity in Earnings of RSA Mortgage Brokerage, LLC	(10,812,990)	32,540	42,225	(74,765)	(10,812,990)
Equity in earnings of RSA Mortgage Brokerage, LLC	16,375	-	-	-	16,375
Changes in Net Assets and Accumulated Deficit Without Donor Restrictions	(10,796,615)	32,540	42,225	(74,765)	(10,796,615)
Net assets and accumulated deficit – without donor restrictions, beginning of year	62,445,488	(603,520)	(270,862)	874,382	62,445,488
Net assets and accumulated deficit – without donor restrictions, end of year	$ 51,648,873	$ (570,980)	$ (228,637)	$ 799,617	$ 51,648,873

* * * * *

Exhibit 6B-1

CHIP FY2022 Form 990

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY

Anchin
ACCOUNTANTS & ADVISORS

Anchin, Block & Anchin LLP
Accountants & Advisors
1375 Broadway, New York, NY 10018
212-840-3456
www.anchin.com

COMMUNITY HOUSING IMPROVEMENT
PROGRAM, INC
5 HANOVER SQUARE 1605
NEW YORK, NY 10004

DEAR MATTHEW:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF THE 2022 EXEMPT ORGANIZATION RETURN, AS FOLLOWS...

2022 FORM 990

EACH ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

THE ENCLOSED RETURN(S) HAVE BEEN PREPARED FROM THE DATA SUBMITTED TO US AND SHOULD BECAREFULLY REVIEWED BEFORE FILING.

VERY TRULY YOURS,

BARRY LIEBERMAN
ANCHIN, BLOCK & ANCHIN LLP

Anchin
ACCOUNTANTS & ADVISORS

Anchin, Block & Anchin LLP
Accountants & Advisors
1375 Broadway, New York, NY 10018
212-840-3456
www.anchin.com

IMPORTANT
PLEASE RESPOND IMMEDIATELY

E-FILE SIGNATURE AUTHORIZATION FORMS

URGENT – NEW E-FILING RULE IMPACTS YOU
DUE TO MORE STRINGENT FEDERAL AND STATE REQUIREMENTS REGARDING E-FILED RETURNS, WE MUST RECEIVE YOUR E-FILE FORMS WITHIN THE NEXT 5 BUSINESS DAYS OR BY RETURN'S DUE DATE, IF EARLIER. IF NOT RECEIVED TIMELY, YOUR E-FILING MAY BE DELAYED AND THERE IS A LIKELIHOOD THAT WE WILL NEED YOU TO RE-SIGN AND DATE THE E-FILE FORMS.

PLEASE REVIEW YOUR TAX RETURNS IMMEDIATELY. YOUR TAX RETURNS CANNOT BE FILED BY US UNTIL WE RECEIVE THE ENCLOSED AUTHORIZATION FORMS FROM YOU AUTHORIZING US TO FILE THE ATTACHED RETURNS.

RETURN THE SIGNED AND DATED AUTHORIZATION FORMS VIA:
- EMAIL: EFILE@ANCHIN.COM
- FAX: 212-840-7066

IF AN ELECTRONIC PAYMENT IS BEING MADE WITH THE RETURNS, PLEASE ENSURE THAT YOU HAVE VERIFIED YOUR BANK ACCOUNT NUMBER AND WITHDRAWAL AMOUNTS WITH YOUR ENGAGEMENT TEAM.

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

DECEMBER 31, 2022

PREPARED FOR:

COMMUNITY HOUSING IMPROVEMENT
PROGRAM, INC
5 HANOVER SQUARE 1605
NEW YORK, NY 10004

PREPARED BY:

ANCHIN, BLOCK & ANCHIN LLP
1375 BROADWAY
NEW YORK, NY 10018-7001

AMOUNT DUE OR REFUND:

NOT APPLICABLE

MAKE CHECK PAYABLE TO:

NOT APPLICABLE

MAIL TAX RETURN AND CHECK (IF APPLICABLE) TO:

NOT APPLICABLE

RETURN MUST BE MAILED ON OR BEFORE:

NOT APPLICABLE

SPECIAL INSTRUCTIONS:

THIS RETURN HAS QUALIFIED FOR ELECTRONIC FILING. AFTER YOU HAVE REVIEWED THE RETURN FOR COMPLETENESS AND ACCURACY, PLEASE SIGN, DATE AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL TRANSMIT THE RETURN ELECTRONICALLY TO THE IRS AND NO FURTHER ACTION IS REQUIRED. RETURN FORM 8879-TE TO US BY NOVEMBER 15, 2023

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for a Tax Exempt Entity

For calendar year 2022, or fiscal year beginning ______, 2022, and ending ______, 20__

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

OMB No. 1545-0047

2022

Name of filer COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC

EIN or SSN 13-2617766

Name and title of officer or person subject to tax MATTHEW SCHMELZER
TREASURER

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☒	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	2,127,009.
2a	**Form 990-EZ** check here	☐	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	☐	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	☐	b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	☐	b	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here	☐	b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	☐	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	☐	b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) ______, (EIN) ______ and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize ANCHIN, BLOCK & ANCHIN LLP to enter my PIN 13750

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ______ Date ______

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 13087813750

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature BARRY LIEBERMAN Date 10/17/23

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.** Form **8879-TE** (2022)

202521 12-16-22

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

A For the 2022 calendar year, or tax year beginning **and ending**

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 5 HANOVER SQUARE
Room/suite: 1605

City or town, state or province, country, and ZIP or foreign postal code: NEW YORK, NY 10004

F Name and address of principal officer: ZACHARY KERR
5 HANOVER SQUARE, SUITE 1605, NEW YORK, NY

D Employer identification number
13-2617766

E Telephone number
2128387442

G Gross receipts $ 2,493,626.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions
H(c) Group exemption number

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (6) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: CHIPNYC.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1966 **M** State of legal domicile: NY

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE ORGANIZATION REPRESENTS BUILDING OWNERS IN NEW YORK CITY IN MATTERS OF HOUSING POLICY

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	29
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	28
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	6
6	Total number of volunteers (estimate if necessary)	6	0
7 a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	118,996.	0.
	9	Program service revenue (Part VIII, line 2g)	273,141.	1,424,763.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,298.	5,141.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,180,585.	697,105.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,575,020.	2,127,009.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,000,490.	1,134,718.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	933,510.	1,540,544.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,934,000.	2,675,262.
	19	Revenue less expenses. Subtract line 18 from line 12	-358,980.	-548,253.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	2,216,727.	1,668,474.
	21	Total liabilities (Part X, line 26)	0.	0.
	22	Net assets or fund balances. Subtract line 21 from line 20	2,216,727.	1,668,474.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer | Date

MATTHEW SCHMELZER, TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name BARRY LIEBERMAN	Preparer's signature BARRY LIEBERMAN	Date 10/17/23	Check ☐ if self-employed	PTIN P01264445
Firm's name ANCHIN, BLOCK & ANCHIN LLP			Firm's EIN 13-0436940	
Firm's address 1375 BROADWAY NEW YORK, NY 10018-7001			Phone no. 212-840-3456	

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

232001 12-13-22 LHA **For Paperwork Reduction Act Notice, see the separate instructions.** Form **990** (2022)

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

THE ORGANIZATION REPRESENTS BUILDING OWNERS IN NEW YORK CITY IN MATTERS OF HOUSING POLICY INVOLVING SUCH DIVERSE ISSUES AS LEAD PAINT, PROPERTY TAXES, WATER RATES AND RENT REGULATION.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ **Yes** ☒ **No**

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ **Yes** ☒ **No**

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ including grants of $) (Revenue $)

REPRESENTATION OF APARTMENT-BUILDING OWNERS IN NEW YORK CITY.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses

Form **990** (2022)

232002 12-13-22

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5	X	
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c	X	
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	11			
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c		

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

					Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	**2a**	6			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?			**2b**	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?			**3a**		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*			**3b**		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			**4a**		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			**5a**		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			**5b**		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?			**5c**		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			**6a**	X	
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			**6b**	X	
7	**Organizations that may receive deductible contributions under section 170(c).**					
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?			**7a**		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?			**7b**		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			**7c**		
d	If "Yes," indicate the number of Forms 8282 filed during the year	**7d**				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			**7e**		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			**7f**		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			**7g**		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			**7h**		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?			**8**		
9	**Sponsoring organizations maintaining donor advised funds.**					
a	Did the sponsoring organization make any taxable distributions under section 4966?			**9a**		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?			**9b**		
10	**Section 501(c)(7) organizations.** Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	**10a**				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	**10b**				
11	**Section 501(c)(12) organizations.** Enter:					
a	Gross income from members or shareholders	**11a**				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	**11b**				
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?			**12a**		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	**12b**				
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**					
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.			**13a**		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	**13b**				
c	Enter the amount of reserves on hand	**13c**				
14a	Did the organization receive any payments for indoor tanning services during the tax year?			**14a**		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*			**14b**		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.			**15**		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.			**16**		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.			**17**		

Part VI Governance, Management, and Disclosure.

For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a 29		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b	Enter the number of voting members included on line 1a, above, who are independent	1b 28		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NONE

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

ANDREW PAP - 212-838-7442
5 HANOVER SQUARE, SUITE 1605, NEW YORK, NY 10004

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) JASON MARTIN EXECUTIVE DIRECTOR	45.00 0.50			X				329,414.	0.	0.
(2) JOSEPH CONDON GENERAL COUNSEL	40.00 0.00					X		186,638.	0.	5,138.
(3) MICHAEL JOHNSON DIRECTOR OF COMMUNICATIONS	40.00 0.00					X		150,362.	0.	4,840.
(4) ANDREW PAP PROJECT MANAGER	38.00 2.00					X		134,597.	0.	2,894.
(5) ANDREW HOFFMAN VICE CHAIRMAN	2.50 0.50	X		X				0.	0.	0.
(6) JOHN ILIBASSI VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(7) SCOTT DONNER VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(8) MICHAEL KERR VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(9) BARRY RUDOFSKY VICE CHAIRMAN	2.50 0.50	X		X				0.	0.	0.
(10) KENNETH FISHEL VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(11) AARON SIRULNICK VICE CHAIRMAN	2.50 0.50	X		X				0.	0.	0.
(12) NATHAN FISHMAN VOTING MEMBER	2.50 0.25	X						0.	0.	0.
(13) ZACHARY KERR PRESIDENT	2.50 0.50	X		X				0.	0.	0.
(14) DAVID PARKS VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(15) RUBIN PIKUS VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(16) ALISTAIR ECONOMAKIS VICE PRESIDENT	2.50 0.25	X		X				0.	0.	0.
(17) PAUL BRENSILBER VICE CHAIRMAN	2.50 0.50	X		X				0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) DAVID DIAMOND VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(19) BARRY FISHMAN VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(20) NICHOLAS PETRAS VICE CHAIRMAN	2.50 0.50	X		X				0.	0.	0.
(21) JORDAN PLATT VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(22) MATT ENGEL CHAIRMAN	2.50 0.50	X		X				0.	0.	0.
(23) JEFF KATZ VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(24) BRUCE KAFENBAUM VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(25) MATTHEW SCHMELZER TREASURER	2.50 0.50	X		X				0.	0.	0.
(26) JEFF MANOCHERIAN VOTING MEMBER	2.50 0.50	X						0.	0.	0.
1b Subtotal								801,011.	0.	12,872.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								801,011.	0.	12,872.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 4

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
HOMEOWNERS FOR AN AFFORDABLE NY LLC 600 BROADWAY SUITE #200, ALBANY, NY 12207	PUBLIC RELATIONS	200,000.
THE MIRRAM GROUP, 5030 BROADWAY, SUITE 801, NEW YORK, NY 10034	P.R. & LOBBYING EXPENSES	137,750.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 2

SEE PART VII, SECTION A CONTINUATION SHEETS

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(27) JEFF FARKAS VICE PRESIDENT	2.50 0.50	X		X				0.	0.	0.
(28) ANITA GUPTA SECRETARY	2.50 0.50	X		X				0.	0.	0.
(29) FRANCINE SCHIFF VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(30) DANIEL BENEDICT VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(31) MARK ENGEL VOTING MEMBER	2.50 0.50	X						0.	0.	0.
(32) MARIO GAZTAMBIDE VOTING MEMBER	2.50 0.00	X						0.	0.	0.
(33) DARIN GOLDSTEIN VOTING MEMBER	2.50 0.00	X						0.	0.	0.
Total to Part VII, Section A, line 1c										

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

	Line	Description	Box			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a						
	b	Membership dues	1b						
	c	Fundraising events	1c						
	d	Related organizations	1d						
	e	Government grants (contributions)	1e						
	f	All other contributions, gifts, grants, and similar amounts not included above	1f						
	g	Noncash contributions included in lines 1a-1f	1g	$					
	h	**Total.** Add lines 1a-1f							
Program Service Revenue					Business Code				
	2 a	MEMBERSHIP DUES			531390	1,419,763.	1,419,763.		
	b	ADVERTISING REVENUE			541800	5,000.	5,000.		
	c								
	d								
	e								
	f	All other program service revenue							
	g	**Total.** Add lines 2a-2f				1,424,763.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)				5,141.			5,141.
	4	Income from investment of tax-exempt bond proceeds							
	5	Royalties							
				(i) Real	(ii) Personal				
	6 a	Gross rents	6a						
	b	Less: rental expenses	6b						
	c	Rental income or (loss)	6c						
	d	Net rental income or (loss)							
				(i) Securities	(ii) Other				
	7 a	Gross amount from sales of assets other than inventory	7a						
	b	Less: cost or other basis and sales expenses	7b						
	c	Gain or (loss)	7c						
	d	Net gain or (loss)							
	8 a	Gross income from fundraising events (not including $ ______ of contributions reported on line 1c). See Part IV, line 18	8a		800,384.				
	b	Less: direct expenses	8b		366,617.				
	c	Net income or (loss) from fundraising events				433,767.			433,767.
	9 a	Gross income from gaming activities. See Part IV, line 19	9a						
	b	Less: direct expenses	9b						
	c	Net income or (loss) from gaming activities							
	10 a	Gross sales of inventory, less returns and allowances	10a						
	b	Less: cost of goods sold	10b						
	c	Net income or (loss) from sales of inventory							
Miscellaneous Revenue					Business Code				
	11 a	SPECIAL ASSESSMENT-GOOD CAUSE EVI			531390	179,838.	179,838.		
	b	MANAGEMENT FEES			531390	61,000.	61,000.		
	c	SPECIAL ASSESSMENT-LEGAL SERVICES			531390	22,500.	22,500.		
	d	All other revenue							
	e	**Total.** Add lines 11a-11d				263,338.			
	12	**Total revenue.** See instructions				2,127,009.	1,688,101.	0.	438,908.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

	Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	329,414.			
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	678,051.			
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	16,447.			
9	Other employee benefits	45,740.			
10	Payroll taxes	65,066.			
11	Fees for services (nonemployees):				
a	Management				
b	Legal	471,195.			
c	Accounting	30,719.			
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	166,191.			
12	Advertising and promotion	16,175.			
13	Office expenses	19,989.			
14	Information technology	6,798.			
15	Royalties				
16	Occupancy	92,328.			
17	Travel	10,399.			
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	12,288.			
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization				
23	Insurance	14,603.			
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a	PUBLIC RELATIONS	488,590.			
b	STATE & LOCAL LEGISLATI	190,000.			
c	TELEPHONE EXPENSES	7,877.			
d	DUES AND SUBSCRIPTIONS	4,688.			
e	All other expenses	8,704.			
25	**Total functional expenses.** Add lines 1 through 24e	2,675,262.			
26	**Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	901.	1	3,776.
	2	Savings and temporary cash investments	2,215,826.	2	1,664,698.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D 10a			
	b	Less: accumulated depreciation 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	2,216,727.	16	1,668,474.
Liabilities	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	0.	26	0.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☐ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions		27	
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ☒ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds	2,216,727.	29	1,668,474.
	30	Paid-in or capital surplus, or land, building, or equipment fund	0.	30	0.
	31	Retained earnings, endowment, accumulated income, or other funds	0.	31	0.
	32	Total net assets or fund balances	2,216,727.	32	1,668,474.
	33	Total liabilities and net assets/fund balances	2,216,727.	33	1,668,474.

Form 990 (2022)

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,127,009.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,675,262.
3	Revenue less expenses. Subtract line 2 from line 1	3	-548,253.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	2,216,727.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,668,474.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE C
(Form 990)

Department of the Treasury
Internal Revenue Service

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527
Complete if the organization is described below. Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (See separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (See separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization	**Employer identification number**
COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC	13-2617766

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.
2 Political campaign activity expenditures $
3 Volunteer hours for political campaign activities

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 $
2 Enter the amount of any excise tax incurred by organization managers under section 4955 $
3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ☐ **Yes** ☐ **No**
4a Was a correction made? ☐ **Yes** ☐ **No**
b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities $
2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities $
3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b $
4 Did the filing organization file **Form 1120-POL** for this year? ☐ **Yes** ☐ **No**
5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	**(b)** Address	**(c)** EIN	**(d)** Amount paid from filing organization's funds. If none, enter -0-.	**(e)** Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. **Schedule C (Form 990) 2022**
LHA

232041 11-08-22

Part II-A Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).

A Check ☐ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).

B Check ☐ if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)	**(a)** Filing organization's totals	**(b)** Affiliated group totals
1a Total lobbying expenditures to influence public opinion (grassroots lobbying)		
b Total lobbying expenditures to influence a legislative body (direct lobbying)		
c Total lobbying expenditures (add lines 1a and 1b)		
d Other exempt purpose expenditures		
e Total exempt purpose expenditures (add lines 1c and 1d)		
f Lobbying nontaxable amount. Enter the amount from the following table in both columns.		

If the amount on line 1e, column (a) or (b) is:	**The lobbying nontaxable amount is:**
Not over $500,000	20% of the amount on line 1e.
Over $500,000 but not over $1,000,000	$100,000 plus 15% of the excess over $500,000.
Over $1,000,000 but not over $1,500,000	$175,000 plus 10% of the excess over $1,000,000.
Over $1,500,000 but not over $17,000,000	$225,000 plus 5% of the excess over $1,500,000.
Over $17,000,000	$1,000,000.

g Grassroots nontaxable amount (enter 25% of line 1f)		
h Subtract line 1g from line 1a. If zero or less, enter -0-		
i Subtract line 1f from line 1c. If zero or less, enter -0-		

j If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year? ☐ **Yes** ☐ **No**

4-Year Averaging Period Under Section 501(h)
(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	**(a)** 2019	**(b)** 2020	**(c)** 2021	**(d)** 2022	**(e)** Total
2a Lobbying nontaxable amount					
b Lobbying ceiling amount (150% of line 2a, column(e))					
c Total lobbying expenditures					
d Grassroots nontaxable amount					
e Grassroots ceiling amount (150% of line 2d, column (e))					
f Grassroots lobbying expenditures					

Schedule C (Form 990) 2022

Part II-B **Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).**

For each "Yes" response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.	(a) Yes	(a) No	(b) Amount
1 During the year, did the filing organization attempt to influence foreign, national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A **Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).**

		Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?	1		X
2 Did the organization make only in-house lobbying expenditures of $2,000 or less?	2		X
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3		X

Part III-B **Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No" OR (b) Part III-A, line 3, is answered "Yes."**

1 Dues, assessments and similar amounts from members	1	1,419,763.
2 Section 162(e) nondeductible lobbying and political expenditures **(do not include amounts of political expenses for which the section 527(f) tax was paid).**		
a Current year	2a	264,196.
b Carryover from last year	2b	
c Total	2c	264,196.
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	283,953.
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditures next year?	4	
5 Taxable amount of lobbying and political expenditures. See instructions	5	-19,757.

Part IV **Supplemental Information**

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (See instructions); and Part II-B, line 1. Also, complete this part for any additional information.

FORM 990, SCHEDULE C, PART III-B, LINE 3:

THE ORGANIZATION PROVIDED MEMBERS WITH NOTICE INDICATING THAT 20% OF THEIR MEMBER DUES ARE ATTRIBUTABLE TO NON-DEDUCTIBLE LOBBYING.

Schedule C (Form 990) 2022

SCHEDULE G
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC

Employer identification number 13-2617766

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ **Yes** ☐ **No**

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	**(ii)** Activity	**(iii)** Did fundraiser have custody or control of contributions? Yes	No	**(iv)** Gross receipts from activity	**(v)** Amount paid to (or retained by) fundraiser listed in col. **(i)**	**(vi)** Amount paid to (or retained by) organization
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.** **Schedule G (Form 990) 2022**

232081 10-27-22

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 P.C. ACTIVITY (event type)	(b) Event #2 GOLF OUTING (event type)	(c) Other events 1 (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	357,126.	250,891.	192,367.	800,384.
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	357,126.	250,891.	192,367.	800,384.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	63,358.	173,714.	129,545.	366,617.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				366,617.
	11 Net income summary. Subtract line 10 from line 3, column (d)				433,767.

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes________ % ☐ No	☐ Yes________ % ☐ No	☐ Yes________ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

11 Does the organization conduct gaming activities with nonmembers? ☐ **Yes** ☐ **No**

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ **Yes** ☐ **No**

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility **13a** %

b An outside facility **13b** %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ **Yes** ☐ **No**

b If "Yes," enter the amount of gaming revenue received by the organization $ and the amount of gaming revenue retained by the third party $

c If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation $

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ **Yes** ☐ **No**

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year $

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Part IV **Supplemental Information** *(continued)*

SCHEDULE J
(Form 990)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization: COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC

Employer identification number: 13-2617766

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

☐ First-class or charter travel
☐ Travel for companions
☐ Tax indemnification and gross-up payments
☐ Discretionary spending account
☐ Housing allowance or residence for personal use
☐ Payments for business use of personal residence
☐ Health or social club dues or initiation fees
☐ Personal services (such as maid, chauffeur, chef)

			Yes	No
b	If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b		
2	Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2		

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

☒ Compensation committee
☐ Independent compensation consultant
☐ Form 990 of other organizations
☐ Written employment contract
☒ Compensation survey or study
☒ Approval by the board or compensation committee

			Yes	No
4	During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:			
a	Receive a severance payment or change-of-control payment?	4a		X
b	Participate in or receive payment from a supplemental nonqualified retirement plan?	4b		X
c	Participate in or receive payment from an equity-based compensation arrangement?	4c		X
	If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.			
	Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.			
5	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:			
a	The organization?	5a		
b	Any related organization?	5b		
	If "Yes" on line 5a or 5b, describe in Part III.			
6	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:			
a	The organization?	6a		
b	Any related organization?	6b		
	If "Yes" on line 6a or 6b, describe in Part III.			
7	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7		
8	Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8		
9	If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9		

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990.** **Schedule J (Form 990) 2022**

Part II **Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		**(B)** Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			**(C)** Retirement and other deferred compensation	**(D)** Nontaxable benefits	**(E)** Total of columns (B)(i)-(D)	**(F)** Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	**(ii)** Bonus & incentive compensation	**(iii)** Other reportable compensation				
(1) JASON MARTIN	**(i)**	329,414.	0.	0.	0.	0.	329,414.	0.
EXECUTIVE DIRECTOR	**(ii)**	0.	0.	0.	0.	0.	0.	0.
(2) JOSEPH CONDON	**(i)**	186,638.	0.	0.	5,138.	0.	191,776.	0.
GENERAL COUNSEL	**(ii)**	0.	0.	0.	0.	0.	0.	0.
(3) MICHAEL JOHNSON	**(i)**	150,362.	0.	0.	4,840.	0.	155,202.	0.
DIRECTOR OF COMMUNICATIONS	**(ii)**	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
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	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III **Supplemental Information**

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

SCHEDULE L
(Form 990)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open To Public Inspection

Name of the organization COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC

Employer identification number 13-2617766

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and section 501(c)(29) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1 (a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
			Yes	No

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 .... $

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization .... $

Part II Loans to and/or From Interested Persons.

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
			To	From			Yes	No	Yes	No	Yes	No
Total						$						

Part III Grants or Assistance Benefiting Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.** **Schedule L (Form 990) 2022**

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues?	
				Yes	No
COMPETITIVE BUSINESS FORMS	ENTITY MORE THAN 35	84,972.	INDEPENDENT		X

Part V Supplemental Information.

Provide additional information for responses to questions on Schedule L (see instructions).

SCH L, PART IV, BUSINESS TRANSACTIONS INVOLVING INTERESTED PERSONS:

(A) NAME OF PERSON: COMPETITIVE BUSINESS FORMS

(B) RELATIONSHIP BETWEEN INTERESTED PERSON AND ORGANIZATION:

ENTITY MORE THAN 35% OWNED BY A FAMILY MEMBER OF JEFF FARKAS, VP

(D) DESCRIPTION OF TRANSACTION: INDEPENDENT CONTRACTOR

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Name of the organization	Employer identification number
COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC	13-2617766

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

INVOLVING SUCH DIVERSE ISSUES AS LEAD PAINT, PROPERTY TAXES AND RENT REGULATION.

FORM 990, PART VI, SECTION A, LINE 2:

MICHAEL KERR, VOTING MEMBER AND ZACHERY KERR, PRESIDENT HAVE A FAMILY RELATIONSHIP. RUBIN PIKUS, VOTING MEMBER AND JEFFREY KATZ, VOTING MEMBER HAVE A FAMILY RELATIONSHIP. BARRY FISHMAN, VOTING MEMBER AND NATHAN FISHMAN, VOTING MEMBER HAVE A FAMILY RELATIONSHIP. MATTHEW ENGEL, CHAIRMAN AND MARK ENGEL, VOTING MEMBER HAVE A FAMILY RELATIONSHIP.

FORM 990, PART VI, SECTION A, LINE 6:

THE ORGANZATION HAS MEMBERS AS IT IS A SECTION 501(C)(6) ORGANIZATION.

FORM 990, PART VI, SECTION A, LINE 7A:

THE MEMBERS OF THE ORGANIZATION HAVE THE RIGHT TO ELECT THE MEMBERS OF THE GOVERNING BODY AND TO APPROVE SIGNIFICANT DECISIONS OF THE GOVERNING BODY.

FORM 990, PART VI, SECTION A, LINE 8B:

THE ORGANIZATION DOES NOT CONTEMPORANEOUSLY DOCUMENT THE GOVERNING BODY'S MEETINGS OR WRITTEN ACTIONS.

FORM 990, PART VI, SECTION B, LINE 11B:

THE EXECUTIVE DIRECTOR REVIEWS THE FORM 990 BEFORE THE FORM IS FILED.

Name of the organization	**Employer identification number**
COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC	13-2617766

FORM 990, PART VI, SECTION B, LINE 15A:

THE EXECUTIVE DIRECTOR'S COMPENSATION IS DETERMINED BY REVIEW AND APPROVAL OF THE ORGANIZATION'S PRESIDENT, VICE CHAIRMEN AND PAST PRESIDENT.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION'S GOVERNING DOCUMENTS ARE AVAILABLE ON REQUEST.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Name of the organization COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC

Employer identification number 13-2617766

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	No
ASSOC BUILDERS AND OWNERS OF GREATER NY - 11-1622902, 5 HANOVER SQUARE, SUITE 1605, NEW YORK, NY 10004	EDUCATION	NEW YORK	501(C)(6)		N/A		X
NATIONAL ASSOCIATED BUILDERS AND OWNERS - 27-1162625, 5 HANOVER SQUARE, SUITE 1605, NEW YORK, NY 10004	EDUCATION	NEW YORK	501(C)(6)		N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990. **Schedule R (Form 990) 2022**

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Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

			Yes	No
Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.				
1	During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a	Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	**1a**		X
b	Gift, grant, or capital contribution to related organization(s)	**1b**		X
c	Gift, grant, or capital contribution from related organization(s)	**1c**		X
d	Loans or loan guarantees to or for related organization(s)	**1d**		X
e	Loans or loan guarantees by related organization(s)	**1e**		X
f	Dividends from related organization(s)	**1f**		X
g	Sale of assets to related organization(s)	**1g**		X
h	Purchase of assets from related organization(s)	**1h**		X
i	Exchange of assets with related organization(s)	**1i**		X
j	Lease of facilities, equipment, or other assets to related organization(s)	**1j**		X
k	Lease of facilities, equipment, or other assets from related organization(s)	**1k**		X
l	Performance of services or membership or fundraising solicitations for related organization(s)	**1l**	X	
m	Performance of services or membership or fundraising solicitations by related organization(s)	**1m**		X
n	Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	**1n**	X	
o	Sharing of paid employees with related organization(s)	**1o**	X	
p	Reimbursement paid to related organization(s) for expenses	**1p**		X
q	Reimbursement paid by related organization(s) for expenses	**1q**		X
r	Other transfer of cash or property to related organization(s)	**1r**		X
s	Other transfer of cash or property from related organization(s)	**1s**		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.?		(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor-tionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

Exhibit 6B-2

CHIP Balance Sheets dated April 8, 2024, December 31,2023

2:52 PM

04/08/24

Cash Basis

Community Housing Improvement Program
Balance Sheet
As of April 8, 2024

	Apr 8, 24
ASSETS	
Current Assets	
Checking/Savings	
1001 · Capital One MMA	499.88
1002 · Capital One Checking	901.37
1009 · NYCB Checking	11,067.34
6081 · Flagstar Bank Operating	195,951.39
Total Checking/Savings	208,419.98
Total Current Assets	208,419.98
TOTAL ASSETS	**208,419.98**
LIABILITIES & EQUITY	0.00

11:20 AM

01/04/24

Cash Basis

Community Housing Improvement Program
Balance Sheet
As of December 31, 2023

	Dec 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1001 · Capital One MMA	498.21
1002 · Capital One Checking	901.37
1009 · NYCB Checking	5,048.28
6081 · Flagstar Bank Operating	273,303.11
Total Checking/Savings	279,750.97
Total Current Assets	279,750.97
TOTAL ASSETS	**279,750.97**
LIABILITIES & EQUITY	0.00

CONFIDENTIAL

Exhibit 6B-3

CHIP FY2023 Profit and Loss Statement

Community Housing Improvement Program
Profit & Loss
January through December 2023

	Jan - Dec 23	
Income		
2022 Annual Cocktail Party		15,000.00
2022 Presidents Club		19,000.00
2023 Annual Cocktail Party		198,591.87
2023 Presidents Club		1,500.00
Golf Event		
Golf 2022	8,400.00	
Golf 2023	300,875.00	
Total Golf Event		309,275.00
Good Cause Eviction		6,521.74
Interest income		13,539.20
Vacancy Reset Reimbursement		654,921.53
4003 · Dues		
4003-69 · 2022 Own/Mgr Membership Dues	78,152.50	
4003-70 · 2022 Associate Membership Dues	1,750.00	
4003-71 · 2023 Associate Membership Dues	58,900.00	
4003-72 · 2023 Own/Mgr Membership Dues	1,449,739.23	
4003-73 · 2024 Own/Mgr Membership Dues	149,762.50	
4003-75 · 2024 Associate Membership Dues	7,000.00	
Total 4003 · Dues		1,745,304.23
5000 · Management Fees		69,000.00
Total Income		3,032,653.57
Gross Profit		3,032,653.57
Expense		
Accounting Services		25,913.00
Advertisement		20,600.00
Bank service charge		95.93
Board Meeting Expense		22,097.83
Cocktail Party Expense		
Cocktail Party Expense 2023	128,445.97	
Total Cocktail Party Expense		128,445.97
Conferences-Meetings		14,025.66
Consulting M/A		157,941.00
Credit Card Processing Fee		6,514.71
Golf Expense		
Golf Expense 2023	180,201.47	
Total Golf Expense		180,201.47

			Jan - Dec 23
Insurance			
Insurance (D&O, ELP, COMM)		15,816.21	
Payroll Insurance			
Health Insurance	62,387.11		
Payroll Disability	-2,593.51		
Workers Compensation	237.47		
Total Payroll Insurance		60,031.07	
Total Insurance			75,847.28
IT Services			8,008.28
Kingston			
Public Relations		45,000.00	
Total Kingston			45,000.00
Legal Expenses			
Compliance		550.00	
Constitutional Challenge		5,377.50	
Total Legal Expenses			5,927.50
Lobby Fees/Registration			2,655.00
Lobbying City			139,740.75
Lobbying State			137,500.00
Membership Dues			5,912.50
Office Equipment			968.76
Office Expenses			18,658.40
Phone / Internet			7,874.41
Postage			3,278.20
Presidents Club			
2023 Presidents Club		57,407.60	
Total Presidents Club			57,407.60
Printed Material			638.89
Professional Fees			65,602.31
Reimbursement			-208.01
Rent			86,529.47
RGB Campaign			
Paid Media		135,000.00	
Production		50,000.00	
Research		6,561.05	
Total RGB Campaign			191,561.05

Community Housing Improvement Program

Profit & Loss

January through December 2023

			Jan - Dec 23
Seminar Expense			3,520.62
Subscriptions			7,457.61
Travel expense			21,022.28
Unemployment Insurance			129.60
United State Postal Service			451.00
Vacant Unit Campaign			
Consultants		442,258.06	
Legal Expense		58,885.69	
Lobbying		445,800.00	
Paid Media		489,885.00	
Production		215,000.00	
Total Vacant Unit Campaign			1,651,828.75
Web Hosting			1,348.42
Website			866.63
6560 · Payroll Expenses			
Payroll Fees		5,446.04	
Payroll Taxes			
Fed Unemployment	256.92		
Fica/Medicare	69,091.68		
MCTMT TD MSC	280.37		
NY unemployment	1,790.88		
Payroll Taxes - Other	3,623.15		
Total Payroll Taxes		75,043.00	
Payroll wages			
Administrative	752,172.97		
Company Contribution to 401K	16,384.02		
Executives	474,999.98		
Total Payroll wages		1,243,556.97	
6560 · Payroll Expenses - Other		1,354.70	
Total 6560 · Payroll Expenses			1,325,400.71
Total Expense			4,420,763.58
Net Income			**-1,388,110.01**

CONFIDENTIAL

Exhibit 6B-4

CHIP Statement of Liabilities

Exhibit 6B-4
CHIP Statement of Liabilities

CHIP's liabilities consist of:

1. Patrick Siconolfi (Consulting) $3,051.27 (bi-weekly) [Termination 30 days' notice)
2. Empire Blue Cross Blue Shield (Health Premium) $7,157.37 (monthly)
3. CHUBB (6 year Tail) $5,208.00, pending merger)
4. Philadelphia (Employed Lawyers Tail) [$3,454.00 Pending Merger]
5. Travelers (6 year Tail) $3093.00 Pending Merger]
6. Allied Government Affairs (Lobbying) $10k/month (Termination 30 days' notice)
7. Brown & Weinraub PLLC (Lobbying) $10k/month (Term. 30 days' notice)
8. O'Donnell & Associated LLC (Lobbying) $10k/month (Term. 30 days' notice)
9. Patrick B. Jenkins (Lobbying) $12,500/month (Term. 30 days' notice)
10. The Mirram Group (Lobbying) $15k/month (Term. 30 days' notice)
11. Payroll $51,092.83 (bi-weekly) (Until Merger)
12. Green Street Studio Inc. $25k/month – for 2024

    The Mirram Group (Consulting) $15,000/month (Term. 30 days' notice)
13. 2023 Payroll 4th Qtr. Taxes: $108,812
14. 2023 401K Company Contributions: $14,419.18 (YTD)
15. IT Fees/Office Expenses:
    a. Network Doctor $293.52/month
    b. Phone – Mitel (End Date 8/31/2024) $249/mo.
       Can cancel on 45 days prior written notice
    c. Lexis Nexis Subscriptions:
        1. 2/1/23 to 1/31/24 ($50/month)
        2. 2/1/24 to 1/31/25 ($195/month)
        3. 2/1/25-1/31/26 ($205/month)
    d. Politico Pro Subscription: 9/20/23 – 9/28/25 ($3,586.23/quarterly)

e. Crains Subscription (no contract/can cancel anytime) ($16.99/month)

f. Wall Street Journal Subscription (no contract/can cancel anytime) ($38.99/month)

g. Zoom: Auto Renewal December 18, 2023 ($251.90)

h. Myemma (Office Expense) (no contract/can cancel anytime) ($202.85/month)

i. Network Solutions (Domain Web Certificate)
   End Date 2/10/24 ($54.99/month)

Travel expenses:

j. Estimated 5-6 Albany trips ($1300 -$1600 per) depending on length of stay through April, 2024

k. Local travel expense (Uber/Taxi) as necessary

Printing & postage: None anticipated

Credit card fees:

l. Processing fees until merger

m. Intuit monthly fee of $20 + 0.033% per transaction

Exhibit 6B-5

CHIP Affiliates Members of Boards of Directors

Exhibit 6B-5
CHIP AFFILIATES' BOARD OF DIRECTORS

(i) ABO Board Members

1. Zachary Kerr – President
2. Matthew Engel – Chairman
3. Nicholas Petras – Vice Chairman
4. Aaron Sirulnick – Vice Chairman
5. Andrew Hoffman – Vice Chairman
6. Barry Rudofsky – Vice Chairman
7. Paul Brensilber – Vice Chairman
8. Jeff Farkas – Vice President
9. Anita Gupta - Secretary
10. Matthew Schmelzer - Treasurer
11. David Diamond – Director
12. Barry Fishman – Director
13. Jordan Platt – Director
14. Kenneth Fishel – Director
15. Michael Kerr – Director
16. John Ilibassi – Director
17. Bruce Kafenbaum – Director
18. Jeff Katz – Director
19. David Parks – Director
20. Scott Donner – Director
21. Francine Schiff – Director
22. Daniel Benedict – Director
23. Mark Engel – Director
24. Jeff Manocherian – Director
25. Rubin Pikus – Director

(ii) NABO Board Members

1. Zachary Kerr – President
2. Matthew Engel – Chairman
3. Nicholas Petras – Vice Chairman
4. Aaron Sirulnick – Vice Chairman
5. Andrew Hoffman – Vice Chairman
6. Barry Rudofsky – Vice Chairman
7. Paul Brensilber – Vice Chairman
8. Jeff Farkas – Vice President
9. Anita Gupta - Secretary
10. Matthew Schmelzer - Treasurer
11. David Diamond – Director
12. Barry Fishman – Director

13. Jordan Platt – Director
14. Kenneth Fishel – Director
15. Michael Kerr – Director
16. John Ilibassi – Director
17. Bruce Kafenbaum – Director
18. Jeff Katz – Director
19. David Parks – Director
20. Scott Donner – Director
21. Francine Schiff – Director
22. Daniel Benedict – Director
23. Mark Engel – Director
24. Jeff Manocherian – Director
25. Rubin Pikus – Director

(iii) Gotham Housing Coalition Board Members

1. Anita Gupta – President
2. Mario Gaztambide – Treasurer
3. Darin Goldstein - Director
4. Zachary Kerr -Secretary
5. Jason Martin – Director

Exhibit 6B-6

ABO Certificate of Incorporation

CERTIFICATE OF INCORPORATION

-of the-

ASSOCIATED BUILDERS OF KINGS.CO.INC.

State of New York, :
City of New York, :ss:
County of Kings. :

WE THE UNDERSIGNED, all being of full age, and being desirous of associating ourselves together for social, [redacted] and benevolent purposes as hereinafter is more particularly described, pursuant to and in conformity with acts of the Legislature of the State of New York, relating to Membership Corporations, do hereby certify and declare that we are all of full age, that each and all of us are citizens of the United States, and all of us being residents of the State of New York.

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We do further certify and declare as follows:-

First: That the particular objects for which said Corporation is formed are as follows, viz:

To hold periodical meetings for the purpose of discussing conditions in the building trade, and to obtain information from each other as to such conditions; to listen to suggestions whereby to improve the condition of the building trade in the community, and also the condition of the individual members of this corporation: to hold social functions for the entertainment of the members and their families: to open and maintain club-rooms, in which there shall be established a reading room containing good and useful books, and particularly such books and periodicals pertaining to the building trade for the use of the members: to voluntarily aid and assist such members as may be in need or distress.

Second: That the corporate name by which said Corporation hereby to be formed shall be known and distinguished is and shall be ASSOCIATED BUILDERS OF KINGS CO. INC.

THIRD: That the territory in which the operations of said Corporation are to be principally conducted is to be in the Borough if Brooklyn, County of Kings, City and State of New York.

FOURTH: That the principal office of said Corporation shall be located in the Borough of Brooklyn, County of Kings, City and State of New York, and the annual meeting shall be held on the first Tuesday of January of each year.

FIFTH: That the number of directors of said corporation shall be seven.

SIXTH: That the names and places of residence of the persons to be the directors of said corporation until its first annual meeting are:

MORRIS WEINBERG	129 Powell Street, B'klyn, N.Y.
JACOB GOELL	1971 Douglass St. B'klyn, N.Y.
ABRAHAM KAPLAN	1462 Eastern Parkway, B'klyn, N.Y.
HYMAN SHAPIRO	125 Bristol Street, B'klyn, N.Y.
ABRAHAM KOEPPEL	608 Stone Avenue, B'klyn, N.Y.
LOUIS OXFELD	589 Hancock Street, B'klyn, N.Y.
JOSEPH AARON	1199 Eastern Parkway, B'klyn, N.Y.

SEVENTH: That the annual meeting of said Corporation shall be held on the first Tuesday of January in each and every year.

IN WITNESS WHEREOF we have made and signed this certificate in duplicate and have hereunto set our hands and affixed our respective seals this 20th day of March- one thousand nine hundred and thirteen.

In the presence of:
Moses Wolfe

(L.S.)
Jacob Goell (L.S.)
Abraham Kaplan (L.S.)

Hyman Shapiro (L.S.)
Abraham Koeppel (L.S.)
Louis Oxfeld (L.S.)
Joseph I. Aaron (L.S.)

STATE OF NEW YORK, :
CITY OF NEW YORK, :ss:
COUNTY OF KINGS. :

I, Samuel Hodas a Notary Public duly commissioned and qualified, do hereby certify that on this 20th day of March 1913, personally appeared before me MORRIS WEINBERG, JACOB GOELL, ABRAHAM KAPLAN, HYMAN SHAPIRO, ABRAHAM KOEPPEL, LOUIS OXFELD, and JOSEPH AARON, to me severally known and known to me to be the individuals named in and who executed the foregoing Certificate, and they thereupon severally acknowledged before me that they did execute the same for the purposes therein set-forth.

Samuel Hodas
Notary Public
Kings County

I, William J. Kelley A Justice of the SUPREME Court of the State of New York, of the SECOND JUDICIAL DISTRICT, do hereby approve the foregoing certificate of incorporation, and consent that the same be filed .

Apl 16 1913

William J Kelley
JUSTICE SUPREME COURT,
SECOND JUDICIAL DISTRICT.

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Book 91 Page 485

Ca McM

CERTIFICATE OF INCORPORATION

-of the-

ASSOCIATED BUILDERS OF KINGS CO.
INC.

STATE OF NEW YORK.
Office of SECRETARY OF STATE

Filed and Recorded APR 18 1913

Mitchell May.
SECRETARY OF STATE

KUGEL & SAXE
COUNSELORS AT LAW
1609 PITKIN AVENUE
BROOKLYN, NEW YORK

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Exhibit 6B-7

NABO Certificate of Incorporation

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ANDREW M. CUOMO
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
ANTITRUST BUREAU

Re: THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.

Pursuant to Section 404(a) of the Not-for-Profit Corporation Law consent is hereby given to the filing of this Certificate of Incorporation. This consent, however, shall not be construed as approval by the Attorney General of the purposes or objects of such corporation.

John A.
Assistant Attorney General

7/31/09
Date

Certificate of Incorporation

of

THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.

Pursuant to Section 402 of the Not-For-Profit Corporation Law

The undersigned, a natural person of the age of eighteen years of age or older, for the purpose of forming a corporation under and pursuant to Section 402 of the Not-For-Profit corporation Law, hereby certifies:

1. The name of the corporation is ***THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.****, hereinafter sometimes called the "Corporation".*

2. The corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law of the State of New York.

3. The Corporation is a type ***A*** *corporation as defined in Section 201 of the Not-For-Profit Corporation Law of the State of New York.*

4. The purpose or purposes for which the Corporation is organized principally are:

To promote and facilitate the interests of those having a common trade, business, financial or professional interest in property ownership and its management, to procure uniformity and certainty in customs and usages of business practices by providing preparation through training for property managers and other building employees regarding all related housing maintenance issues; to ensure that people in such positions are well versed in proper procedures associated with their positions and can go forward to perform their job functions to the best of their abilities.

To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, or officers except as permitted under Article 5 of the Not-For-Profit Corporation Law.

The Corporation, in furtherance of its corporate purposes above set forth, shall have all the powers enumerated in Section 202 of the Not-For-Profit Corporation Law of the State of New York, subject to any limitations provided in the Not-For-Profit Corporation Law or any other statute of the State of New York. Nothing herein shall *authorize the Corporation, directly or indirectly, to engage in, among its purposes, any of the activities mentioned in the Not-For-Profit Corporation Law of the State of New York, Section 404(b)-(v).*

To do and participate in all and everything necessary, suitable or proper for the accomplishment of the Corporation's purposes or powers and the attainment of its objects, subject to the restrictions of all applicable laws.

5. The office of the corporation is to be located in the County of ***NEW YORK,*** *State of New York.*

6. The Secretary of State of the State of New York is designated as agent of the Corporation upon whom process against the Corporation may be served. The post office address to which the Secretary of State of the State of New York shall mail a copy of any process against the Corporation served upon the Secretary of State is:

ABO
80 MAIDEN LANE, STE. 1503
NEW YORK, NY 10038

7. The Corporation shall be operated by a Board of Directors. The names and addresses of the persons to be the Corporation's Directors until its organization meeting are as follows:

Name	*Address*
JEROME BELSON	***80 MAIDEN LANE, STE. 1503*** ***NEW YORK, NY 10038***
NICHOLAS LAPORTE	***80 MAIDEN LANE, STE. 1503*** ***NEW YORK, NY 10038***
JOSHUA GOLDSTEIN	***80 MAIDEN LANE, STE. 1503*** ***NEW YORK, NY 10038***

8. The Corporation shall, to the fullest extent permitted by Article 7 of the Not-For-Profit Corporation Law of the State of New York, as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under said Article from and against any and all of the expenses, liabilities or other matters referred to in or covered by said Article, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which a person may be entitled under any by-law, resolution of directors, agreement, or otherwise, as permitted *by said Article, as to action in any capacity in which he served at the request of the Corporation.*

9. The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of Section 719, Section 720 and Section 720 (a) of the Not-For-Profit Corporation Law.

10. Nothing contained in this certificate shall authorize or empower the corporation to perform or engage in any act or practice prohibited by the General Business Law, Section 340, or other antimonopoly or antitrust statute of the State of New York.

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Incorporation, this 27TH day of July, 2009.

s/SHARON BABALA
SHARON BABALA, INCORPORATOR

Blumberg*Excelsior* Corporate Services, Inc.
52 South Pearl Street, 2nd Fl.
Albany, NY 12207

CERTIFICATE OF INCORPORATION

of

THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.

Under section 402 of the Not-For-Profit Corporation Law

Filed By:

NICHOLAS LAPORTE
Associated Builders & Owners, Inc.
80 MAIDEN LANE, STE. 1503
NEW YORK, NY, 10038

BLU-39
DRAWDOWN

STATEMENT OF INCORPORATOR

OF

THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.

The certificate of incorporation of the above-named corporation, a Not-For-Profit Corporation, having been filed in the Office of the Secretary of State of the State of New York, the undersigned, being the incorporator named in said certificate, does hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

1. By-laws for the regulation of the affairs of the corporation were adopted by the undersigned incorporator and were ordered inserted in the minute book immediately following the copy of the certificate of incorporation and before this instrument.

2. The undersigned hereby resigns as incorporator of the corporation as of the date set forth below.

The following are hereby elected as the director(s) of the corporation to hold office until the first annual meeting of the corporation or until their successors are elected and qualified:

JEROME BELSON
NICHOLAS LAPORTE
JOSHUA GOLDSTEIN

Dated:

s/SHARON BABALA
SHARON BABALA, INCORPORATOR

BlumbergExcelsior Corporate Services, Inc.

BLUMBERGEXCELSIOR, INC.
52 S PEARL ST 2nd FL
ALBANY, NY 12207
Phone: 800-999-0850 Fax: 800-835-7137

INVOICE

LAW

Bill to: LAP1003800
Attn: NICHOLAS LAPORTE
NICHOLAS LAPORTE
ASSOC. BUILDERS & OWNERS
80 MAIDEN LN., STE. 1503
NEW YORK, NY 10038

Remit to:

A/R BLUMBERG EXCELSIOR
62 WHITE ST
NEW YORK, NY 10013

Terms: CASH PREPAYMENT

Invoice#: 09601894 Invoice Date: 08/05/09

Order Num	Ord Date	Qty	Description	Unit Price	Ext Price
841246	07/27/09	1	NON FOR PROFIT CORPORATION	175.00	175.00
			Reference: THE NATIONAL ASSOCIATED BUILDERS & OWNERS,INC!		
		1	NFP KIT W/MEM MIN & BYLAWS	66.50	66.50
		1	AGENCY CONSENT	50.00	50.00
			Reference: ATTORNEY GENERAL CONSENT		

BlumbergExcelsior Corporate Services, Inc.

Subtotal:	291.50
Freight:	0.00
Sales Tax:	5.90
Prepaid:	297.40

CC/PO#: XXXXXXXXXXXX8265

Total Due: 0.00

* documents attached

AUG 06 2009

Services Provided Subject to BlumbergExcelsior Limited Warranty

See "Buyer Agrees To These Terms" on reverse.

Changes in NY LLC Law may mean suspension of LLC status if y

ORIGINAL

BlumbergExcelsior Corporate Services, Inc.

BLUMBERGEXCELSIOR, INC.
52 S PEARL ST 2nd Fl
ALBANY, NY 12207
Phone: 800-999-0850 Fax: 800-935-7137

INVOICE LAW

Bill to: LAP1003800
Attn: NICHOLAS LAPORTE
NICHOLAS LAPORTE
ASSOC. BUILDERS & OWNERS
80 MAIDEN LN., STE. 1503
NEW YORK, NY 10038

Remit to:
A/R BLUMBERG EXCELSIOR
62 WHITE ST
NEW YORK, NY 10013

Terms: CASH PREPAYMENT

Invoice#: 09601894 Invoice Date: 08/05/09

Order Num	Ord Date	Qty	Description	Unit Price	Ext Price
841246	07/27/09	1	NON FOR PROFIT CORPORATION Reference: THE NATIONAL ASSOCIATED BUILDERS & OWNERS,INC	175.00	175.00
		1	NFP KIT W/MEM MIN & BYLAWS	66.50	66.50
		1	AGENCY CONSENT Reference: ATTORNEY GENERAL CONSENT	50.00	50.00

BlumbergExcelsior Corporate Services, Inc.

Subtotal:	291.50
[illegible]	0.00
Sales Tax:	5.90
Prepaid:	297.40

CC/PO#: XXXXXXXXXXXX8265

Total Due: 0.00

* documents attached

Services Provided Subject to BlumbergExcelsior Limited Warranty

See "Buyer Agrees To These Terms" on reverse.

Changes in NY LLC Law may mean suspension of LLC status if y

REMITTANCE

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT) TYPE: A COUNTY: NEWY

FILED:08/04/2009 DURATION:PERPETUAL CASH#:090804000481 FILM #:090804000433

FILER:

NICHOLAS LAPORTE
ASSOCIATED BUILDERS & OWNERS, INC.
80 MAIDEN LANE STE 1503
NEW YORK, NY 10038

EXIST DATE

08/04/2009

ADDRESS FOR PROCESS:

ABO
80 MAIDEN LANE STE 1503
NEW YORK, NY 10038

REGISTERED AGENT:

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES SERVICE CODE: 39

FEES	100.00
FILING	75.00
TAX	0.00
CERT	0.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	100.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	100.00
OPAL	0.00
REFUND	0.00

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: THE NATIONAL ASSOCIATED BUILDERS & OWNERS, INC.

DOCUMENT TYPE: CHANGE (DOM. NFP) COUNTY: NEWY
PROCESS

FILED:09/07/2016 DURATION:********* CASH#:160907000803 FILM #:160907000768

FILER:

DONALD GLASSMAN, ESQ.
5 HANOVER SQUARE
SUITE 1605
NEW YORK, NY 10004-2640

ADDRESS FOR PROCESS:

THE CORPORATION
5 HANOVER SQUARE SUITE 1605
NEW YORK, NY 10004-2640

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	20.00	PAYMENTS	20.00
FILING	20.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	20.00
COPIES	0.00	DRAWDOWN	0.00
HANDLING	0.00	OPAL	0.00
		REFUND	0.00

Exhibit 6B-8

GHC Certificate of Incorporation

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "GOTHAM HOUSING COALITION INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 2021, AT 3:29 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5567755 8100
SR# 20210961594

Authentication: 202768200
Date: 03-18-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:29 PM 03/18/2021
FILED 03:29 PM 03/18/2021
SR 20210961594 - File Number 5567755

CERTIFICATE OF INCORPORATION
OF
GOTHAM HOUSING COALITION INC.
(A Delaware Non-Profit, Non-Stock Corporation)

The undersigned, in order to form a non-profit, non-stock corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), as amended, does hereby certify as follows:

1. NAME.

The name of the corporation (the "Corporation") is: Gotham Housing Coalition Inc.

2. REGISTERED OFFICE AND AGENT.

The registered office of the Corporation in the State of Delaware is to be situated at 251 Little Falls Drive, Wilmington, Delaware 19808, in New Castle County, and the name of its registered agent at such address is Corporation Service Company.

3. PURPOSES AND POWERS.

3.1. The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In furtherance of such purposes, the Corporation will work to develop, support and/or apply innovative solutions to improve the quality of life and housing for distressed or underserved communities in New York State.

3.2. The Corporation may engage in any and all charitable activities within the meaning of Section 501(c)(3) of the Code and shall engage in any and all lawful activities incidental to the foregoing purposes, including any lawful act or activity for which corporations may be organized under the DGCL.

3.3. In furtherance of its charitable purposes, the Corporation shall have all the general and specific powers enumerated in Sections 121 and 122 of the DGCL.

3.4. As a means of accomplishing these purposes, the Corporation, in furtherance and not by way of limitation of its statutory powers, shall have the power to solicit, raise, accept, hold and administer funds exclusively for its objects and purposes, and to that end to take and receive, by purchase, grant, gift, bequest or devise, or as beneficiary of any trust, any property, real or personal, tangible or intangible, wheresoever situated; to make donations and expenditures in furtherance of such purposes; to invest and reinvest the funds and other property of the Corporation, including the power to invest and reinvest such funds and property in furtherance of such purposes, without regard to whether such investments would be considered as desirable or prudent by an investor interested solely in profit and not interested in promoting such purposes; to collect and receive the income, if any, from any investment or reinvestment of such funds or property; and to apply the income and, if the Corporation so decides, the principal of such property as the Corporation may from time to time possess, to the purposes of the Corporation.

3.5. Notwithstanding any other provision of this Certificate of Incorporation:

A. The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code;

B. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Section 3 hereof;

C. In the event of the liquidation, dissolution or winding up of the Corporation (whether voluntary, involuntary or by operation of law), the Corporation's property or assets shall not be conveyed or distributed to any director, officer, member, employee or member of a committee of, or person connected with, the Corporation, or any other private individual, nor to any organization created or operated for profit; but, after deducting all necessary expenses of liquidation, dissolution or winding up, as the case may be, all the remaining property and assets of the Corporation shall be distributed only to such other organizations as shall then qualify under Section 501(c)(3) of the Code as the directors of the Corporation shall in their discretion determine;

D. Except to the extent permitted by the Code, the Corporation shall not carry on propaganda or otherwise attempt to influence legislation, and the Corporation shall not participate in or intervene in (including by the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

E. During any period when the Corporation is determined to be a "private foundation" as defined in Section 509 of the Code, the Corporation, in accordance with the following sections thereof, shall: (i) distribute such amounts for each taxable year at such time and in such manner as not to subject the Corporation to tax on undistributed income under Section 4942 of the Code; (ii) not engage in any act which is subject to tax as self-dealing under Section 4941 of the Code; (iii) not retain any holdings which are subject to tax as excess business holdings under Section 4943 of the Code; (iv) not make any investments in such manner as to subject the Corporation to tax under Section 4944 of the Code; and (v) not make any taxable expenditures which are subject to tax under Section 4945 of the Code.

4. INCORPORATOR.

The name and mailing address of the incorporator are as follows:

Lauren Simpson, Esq.
Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036

5. DIRECTORS.

5.1. The initial directors of the Corporation shall be designated by the incorporator. Each initial director shall serve until his or her successor is elected and qualified in accordance with the Corporation's Bylaws.

5.2. To the fullest extent permitted by the DGCL, as now in effect or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as a director; provided, however, such relief from liability shall not apply in any instance where such relief is inconsistent with any provision of the Code applicable to corporations described in Section 501(c)(3) of the Code.

6. MEMBERS.

The conditions of membership of the Corporation shall be stated in the Bylaws of the Corporation.

7. NO STOCK.

The Corporation shall not have authority to issue any capital stock.

8. DURATION.

The duration of the existence of the Corporation is perpetual.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation on this 18th day of March, 2021.

Lauren Simpson, Esq.
Incorporator

Exhibit 6B-9

ABO FY2023 Profit and Loss Statement

1:29 PM

04/25/24

Accrual Basis

Associated Builders & Owners
Profit & Loss
January through December 2023

	Jan - Dec 23	
Ordinary Income/Expense		
Income		
Exclusive Agreements		49,860.16
Management Fees		-45,000.00
Member Dues		
Associate Dues	38,694.33	
Per Unit Dues	538.45	
Total Member Dues		39,232.78
Reimbursed Expenses		9.95
Total Income		44,102.89
Expense		
Management/Service Fees		24,000.00
Operating Expenses		
Credit Card Fees	1,527.28	
Dues and Subscriptions	396.00	
Total Operating Expenses		1,923.28
Total Expense		25,923.28
Net Ordinary Income		18,179.61
Other Income/Expense		
Other Income		
Interest Income		2.17
Total Other Income		2.17
Net Other Income		2.17
Net Income		**18,181.78**

CONFIDENTIAL

Exhibit 6B-10

NABO FY2023 Profit and Loss Statement

12:56 PM

04/25/24

Accrual Basis

The National Associated Builders & Owners
Profit & Loss
January through December 2023

		Jan - Dec 23
Ordinary Income/Expense		
Income		
1000 · NABO- MEMBERSHIP		
1030 · RAM	1,330.00	
Total 1000 · NABO- MEMBERSHIP		1,330.00
Total Income		1,330.00
Net Ordinary Income		1,330.00
Net Income		**1,330.00**

CONFIDENTIAL

Exhibit 6B-11

GHC FY2023 Profit and Loss Statement

Gotham Housing Coalition Inc.
Profit & Loss
January through December 2023

		Jan - Dec 23
Ordinary Income/Expense		
Expense		
Business Expenses		
Business Registration Fees	296.00	
Total Business Expenses		296.00
Contract Services		
Accounting Fees	6,000.00	
Total Contract Services		6,000.00
Total Expense		6,296.00
Net Ordinary Income		-6,296.00
Net Income		**-6,296.00**

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Exhibit 9A

RSA Members of Board of Directors

RSA Members of Board of Directors

- Aaron Sirulnick
- Adam Parkoff
- Alexander Goldstein
- Brett Greenberg
- Christopher Athineos
- Francine Schiff
- Gary Jacob
- Helen Daniels
- Howard Milstein
- Jeffrey Manocherian
- Jessica Baran
- Jimmy Silbur
- Joanna Wong
- Joseph Zitolo
- Laurie Zucker
- Lennard Katz
- Mark Engel
- Michael Kerr
- Michael Laub
- Michele Bengelsdorf
- Mickey Napolitano
- Oscar Perez
- Robert Nelson
- Roger Melzer
- William Schur

Exhibit 9B

CHIP Members of Board of Directors

CHIP Board of Directors List as of 4/8/24

1. Zachary Kerr
2. Matthew Engel
3. Paul Brensilber
4. Andrew Hoffman
5. Nicholas Petras
6. Barry Rudofsky
7. Matthew Schmelzer
8. Alistair Economakis
9. Jeff Farkas
10. Anita Gupta
11. Daniel Benedict
12. David Diamond
13. Scott Donner
14. Barry Fishman
15. Nathan Fishman
16. Mario Gaztambide
17. Darin Goldstein
18. John Ilibassi
19. Bruce Kafenbaum
20. Jeff Katz
21. David Parks
22. Rubin Pikus
23. Jordan Platt
24. Lewis Barbanel
25. Herbert Donner
26. Elaine Sollar Eisen
27. James Eisenberg
28. Ross Epstein
29. Jason Glick
30. Jonathan Ohebshalom
31. Adam Parkoff
32. Jeff Pikus
33. Robert Rosenberg
34. Michael Rothschild
35. Richard Rubel
36. Rocio Sanz
37. John Sheehan
38. Adam Vickers
39. Stephen Wallach
40. Jonathan Wiener

Exhibit 10A

Letter of Intent

Rent Stabilization Association of N.Y.C., Inc.
123 William Street
12th Floor
New York, NY 10038

June 7, 2023

STRICTLY PRIVATE AND CONFIDENTIAL

Community Housing Improvement Program, Inc.
5 Hanover Square, Suite 1605
New York, NY 10004

Dear Mr. Kerr:

We are pleased to deliver this letter, which sets forth the preliminary indication of interest of Rent Stabilization Association of N.Y.C., Inc. ("RSA") and Community Housing Improvement Program, Inc. ("CHIP") in combining.

1. Proposed Transaction. Subject to the parties' respective due diligence investigation, the transaction being proposed is a merger of CHIP with and into RSA ("Proposed Transaction"). Upon closing (the "Closing"), RSA would be the "Surviving Corporation" of the merger.

2. Definitive Agreement. The parties would proceed with negotiations and would aim to enter into a definitive agreement ("Definitive Agreement") as soon as practicable upon terms satisfactory to each party. The execution of any Definitive Agreement would be subject to the satisfactory completion of each party's due diligence investigation of the other, and would also be subject to approval by each party's Board of Directors.

Based upon the preliminary information currently known to the parties, it is proposed that the Definitive Agreement contain the provisions summarized below, which would be expressly subject to the negotiation and execution of a Definitive Agreement. This letter does not set forth all the matters upon which agreement must be reached in order for the Proposed Transaction to be consummated.

a. Name and Governance Structure. The Definitive Agreement would include the name of the Surviving Corporation and terms relating to its governance structure.

b. Directors' and Officers' Insurance. The Definitive Agreement would require that CHIP obtain a tail directors' and officers' insurance policy providing continuation of coverage of CHIP's policy.

c. Representations and Warranties. The Definitive Agreement would contain representations, warranties, and covenants customary in transactions of this type.

d. Conditions to Closing. The Definitive Agreement would provide that the Proposed Transaction would be subject to the satisfaction of various conditions that must be satisfied prior to Closing, which would include, but not be limited to, the following:

   i. the parties' satisfactory completion of legal, regulatory and accounting due diligence investigations;

   ii. receipt of approvals from the parties' respective Boards of Directors and voting members as required by law and under the parties' organizational documents;

   iii. receipt of approval from the Antitrust Bureau of the New York State Attorney General;

   iv. the receipt of any other required approvals from governmental authorities or other third parties, on terms satisfactory to the parties;

   v. there being no material adverse change (as would be defined in the Definitive Agreement) of CHIP; and

   vi. other conditions to Closing customary for a transaction of this type.

3. Confidentiality; Access. The parties acknowledge that they have entered into a confidentiality agreement, dated April 12, 2023 (the "Confidentiality Agreement"). Except as otherwise provided herein, each party agrees that the information contained herein, and any information exchanged between the parties in connection with the proposed transaction shall be held confidential in accordance with the Confidentiality Agreement.

In connection with the parties' respective due diligence investigations, each party will afford the other party and its duly authorized representatives reasonable access during normal business hours to such party's premises, and to its personnel, advisors, contracts, books and records and other documents and data, subject to the Confidentiality Agreement.

4. Public Disclosure. The parties agree that no press release or public statement pertaining to this letter of intent will be made without the prior written consent of the other party.

5. Expenses. Each of the parties will bear its own expenses relating to the Proposed Transaction, whether or not a Definitive Agreement is signed and whether or not a Closing occurs.

6. Intent Only; Enforceability. Upon its acceptance by CHIP, this letter will evidence the parties' mutual desire to proceed with negotiations intended to carry out a transaction substantially in the manner outlined herein. However, neither party shall have any obligation to continue discussions or negotiations if such party determines that terminating such

discussions is in its best interests. Accordingly, either party may, in its sole discretion, abandon or terminate these discussions or any negotiations at any time or for any reason, without liability to the other party for costs or expenses of any sort incurred by the other party in pursuing the transactions contemplated hereby. Further, this letter does not bind either party to execute a Definitive Agreement or consummate any transaction, either on the terms outlined herein or on any other terms. Unless and until a Definitive Agreement is executed, neither party shall have any legally binding obligations as a result of this letter, except that the provisions of this paragraph, and paragraphs 3 (Confidentiality; Access), 4 (Public Disclosure), 5 (Expenses) and paragraph 7 (Miscellaneous) hereof shall be legally binding upon and enforceable against each of the parties hereto.

7. Miscellaneous.

a. Governing Law; Venue. This letter of intent shall be governed by the laws of the state of New York, its rules of conflict of laws notwithstanding. The parties agree and consent to the exclusive jurisdiction of the courts of the State of New York in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this letter of intent.

b. Authorization. Each of the undersigned parties represents and warrants that it is duly authorized to execute and deliver and perform its obligations under this letter of intent.

c. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this letter of intent.

d. Counterparts. This letter of intent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Headings. The heading references herein are for convenience only, do not constitute a part of this letter of intent, and shall not limit or affect any provision hereof.

[CONTINUES ON NEXT PAGE]

If you accept and agree to the foregoing, please so indicate by signing a copy of this letter in the space provided below and returning it to us.

Very truly yours,

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

By:______________________________
Name: Aaron Sirulnick
Title: Chairman

Confirmed and agreed as of this___day of

____________________________, 2023:

COMMUNITY IMPROVEMENT HOUSING PROGRAM, INC.

By:______________________________
Name: Zachary Kerr
Title: President

If you accept and agree to the foregoing, please so indicate by signing a copy of this letter in the space provided below and returning it to us.

Very truly yours,

RENT STABILIZATION ASSOCIATION OF N.Y.C., INC.

By:______________________________
Name: Aaron Sirulnick
Title: Chairman

Confirmed and agreed as of this **8th** day of

June, 2023:

COMMUNITY IMPROVEMENT HOUSING PROGRAM, INC.

By:______________________________
Name: Zachary Kerr
Title: President

CONFIDENTIAL

Exhibit 10B

Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

April 12, 2023

STRICTLY CONFIDENTIAL

Ladies and Gentlemen:

Rent Stabilization Association of N.Y.C., Inc. ("RSA") and Community Housing Improvement Program, Inc. ("CHIP") desire to exchange information in connection with the exploration of a possible merger, consolidation or acquisition (the “Transaction”) between RSA, on the one hand, and CHIP, on the other hand. In order to allow RSA and CHIP to evaluate the Transaction, the parties have determined to provide each other and their respective Representatives (as defined below) certain information, including information which is non-public, confidential and proprietary in nature.

All information furnished by or on behalf of either party or its Representatives (as defined below) to the other party or its Representatives, whether oral or written, and regardless of the manner in which it is furnished, and all analyses, compilations or other materials prepared by the receiving party or its Representatives which contain or are based, in whole or in part, on such information, is referred to in this letter agreement as “Proprietary Information.” The Proprietary Information shall also include any information provided in connection with the foregoing purposes prior to the date of this letter agreement. The term “Proprietary Information” does **not** include, however, information with respect to a party which (a) is or becomes generally available to the public other than as a result of a disclosure by the other party or its Representatives in violation of this letter agreement, (b) becomes available to the other party on a nonconfidential basis from a person other than the disclosing party or its Representatives who is reasonably believed by the party receiving such information not to be bound by a confidentiality obligation to the disclosing party or any of its Representatives or (c) is independently developed by the other party without reference to Proprietary Information, provided that such independent development can reasonably be demonstrated by such other party.

As used in this letter agreement, the term “Representatives” means, as to either party, such party’s affiliates and its and their respective trustees, directors, officers, employees, agents and advisors (including, without limitation, appraisers, financial advisors, attorneys, counsel and accountants).

As used in this letter agreement, the term “person” shall include, without limitation, any corporation, company, partnership, other entity, group or individual.

Subject to the immediately succeeding paragraphs, unless otherwise agreed to in writing by a party furnishing Proprietary Information, the other party will, and will cause its Representatives to, (a) except as required by applicable law or legal process, keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information, in whole or in part, to any person other than its Representatives who need to know the Proprietary Information for the purpose of evaluating, negotiating or consummating the Transaction (it being understood that such Representatives shall be advised of the confidential nature of such information and the restrictions imposed by this letter agreement) and will cause those persons to observe the terms of this letter agreement, (b) not use Proprietary Information for any purpose other than in connection with its evaluation, negotiation or consummation of a possible Transaction, and (c) except as required by law or legal process, make no further disclosures to any person (other than those of its Representatives who need to know for the purpose of evaluating the Transaction, it being understood that such persons shall be advised of the confidential nature of such information and the restrictions imposed by this letter agreement) regarding the terms or conditions or any other facts relating a possible Transaction. Each Party will be responsible for any breach of the terms of this letter agreement by it or its Representatives.

In the event that a party or any of its Representatives is required by applicable law or legal process to disclose any Proprietary Information or any other information concerning the other party or the Transaction, such party will provide the other party with prompt notice of such requirement in order to enable it to seek, and will assist the other party in seeking, an appropriate protective order or other remedy, or to take steps to resist or narrow the scope of the required disclosure. If a protective order or other remedy is not obtained and disclosure of Proprietary Information is required, the person required to disclose such information may so disclose only that portion of the Proprietary Information which the disclosing person is advised by counsel is legally required. In any such event, the disclosing person will use its reasonable best efforts to ensure that all Proprietary Information and other information that is so disclosed will be accorded confidential treatment, if available.

If either party determines that it does not wish to proceed with the Transaction, it will promptly advise the other of that decision. In that case, or in the event that either party, in its sole discretion, so requests, the other will promptly return or destroy all Proprietary Information, including all copies, reproductions, summaries, analyses, compilations, reports or extracts thereof, and all other materials based on or containing Proprietary Information in its possession or in the possession of any of its Representatives, whether in written form, electronically stored or otherwise; provided that such other party and its Representatives may, in lieu of delivering analyses or other materials prepared by them based on or containing Proprietary Information, destroy such materials. Any such destruction pursuant to the terms of this paragraph shall be promptly certified in writing. Whether written or oral, returned or destroyed, all Proprietary Information shall continue to be held confidential pursuant to the terms of this letter agreement.

Each party acknowledges that neither of them nor any of their Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Proprietary Information. Each party also agrees that it is not entitled to rely on the accuracy or completeness of any Proprietary Information and that it shall be entitled to rely solely on such representations and warranties regarding Proprietary Information as may be made to it in a definitive agreement relating to the Transaction, if any, subject to the terms and conditions of such agreement. Each party agrees that unless and until a definitive agreement regarding a possible Transaction has been executed, neither party nor any of their respective Representatives shall be under any legal obligation to the other party with respect to a possible Transaction by virtue of this letter agreement or otherwise, except for the matters specifically agreed to herein. Nothing contained in this letter agreement nor the conveying of Proprietary Information hereunder shall be construed as granting or conferring any rights by license or otherwise in any intellectual property.

Each party agrees that the other party would be irreparably injured by a breach of this letter agreement by the breaching party or its Representatives, that monetary remedies alone would be inadequate to protect the other party against any actual or threatened breach of this letter agreement by the breaching party or by its Representatives, and, without prejudice to any other rights and remedies otherwise available to the other party, the breaching party agrees to the granting of equitable relief, including injunctive relief and specific performance, in the other party's favor without proof of actual damages. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

If any provision of this letter agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this letter agreement but shall be confined in its operation to the provision of this letter agreement directly involved in the controversy in which such judgment shall have been rendered.

This Agreement and all controversies arising from or relating to performance under this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws (except Sections 5-1401 and 5-1402 of the New York General Obligations Law). In connection with any dispute arising out of this Agreement, you agree to submit to the jurisdiction of any state or federal court located in the State of New York, not to bring any claim regarding such a dispute in any other court, and to waive unconditionally any objection to the laying of venue in such forum, including any claim of inconvenient forum. The parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law.

This letter agreement contains the entire agreement between the parties concerning confidentiality of the Proprietary Information, and no modification of this letter agreement or waiver of the terms and conditions hereof shall be binding upon either party, unless approved in writing by each party. This letter agreement shall inure to the benefit of the parties hereto, and their successors and permitted assigns. Any assignment of this letter agreement by either party without the prior written consent of the other shall be void.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter agreement, whereupon this letter agreement will constitute our agreement with respect to the subject matter hereof.

Very truly yours,

RENT STABILIZATION ASSOCIATION
OF N.Y.C., INC.

By:________________________
Name: AARON SIRULNICK
Title: CHAIRMAN

Confirmed and agreed to as of
the date first written above:

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

By:________________________
Name:
Title:

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter agreement, whereupon this letter agreement will constitute our agreement with respect to the subject matter hereof.

Very truly yours,

RENT STABILIZATION ASSOCIATION
OF N.Y.C., INC.

By:________________________________
Name:
Title:

Confirmed and agreed to as of
the date first written above:

COMMUNITY HOUSING IMPROVEMENT PROGRAM, INC.

By:________________________________
Name: Zachary Kerr
Title: President

Exhibit 11A

List of directors who resigned from CHIP Board to serve on RSA Special Committee

Directors who resigned from CHIP's Board of Directors to serve on RSA's Special Committee:

1. Aaron Sirulnick

2. Mark Engel

CONFIDENTIAL

Exhibit 11A-1

List of CHIP directors who have resigned since their election at the November 17, 2023 meeting

List of CHIP directors who have resigned since their election at the November 17, 2023 meeting of CHIP's regular voting members:

1. Jeffrey Manocherian – Manocherian Brothers
2. Mickey Napolitano – BLDG
3. Francine Schiff – Stellar Management

We also note that Laurence Gluck (also of Stellar Management) will no longer be able to serve on the board due to [redacted].

Exhibit 11A-2

Resignations of three directors who were elected at November 17, 2023, noting a fourth that is ill and no longer serving on the CHIP board

STELLAR MANAGEMENT

156 WILLIAM STREET, 10TH FLOOR
NEW YORK, NEW YORK 10038

TELEPHONE (212) 406-0030
FAX (212) 406-0144

January 10th, 2024

Mr. Zachary Kerr
President
Community Housing Improvement Program
Sent via electronic mail

RE: Board Resignation

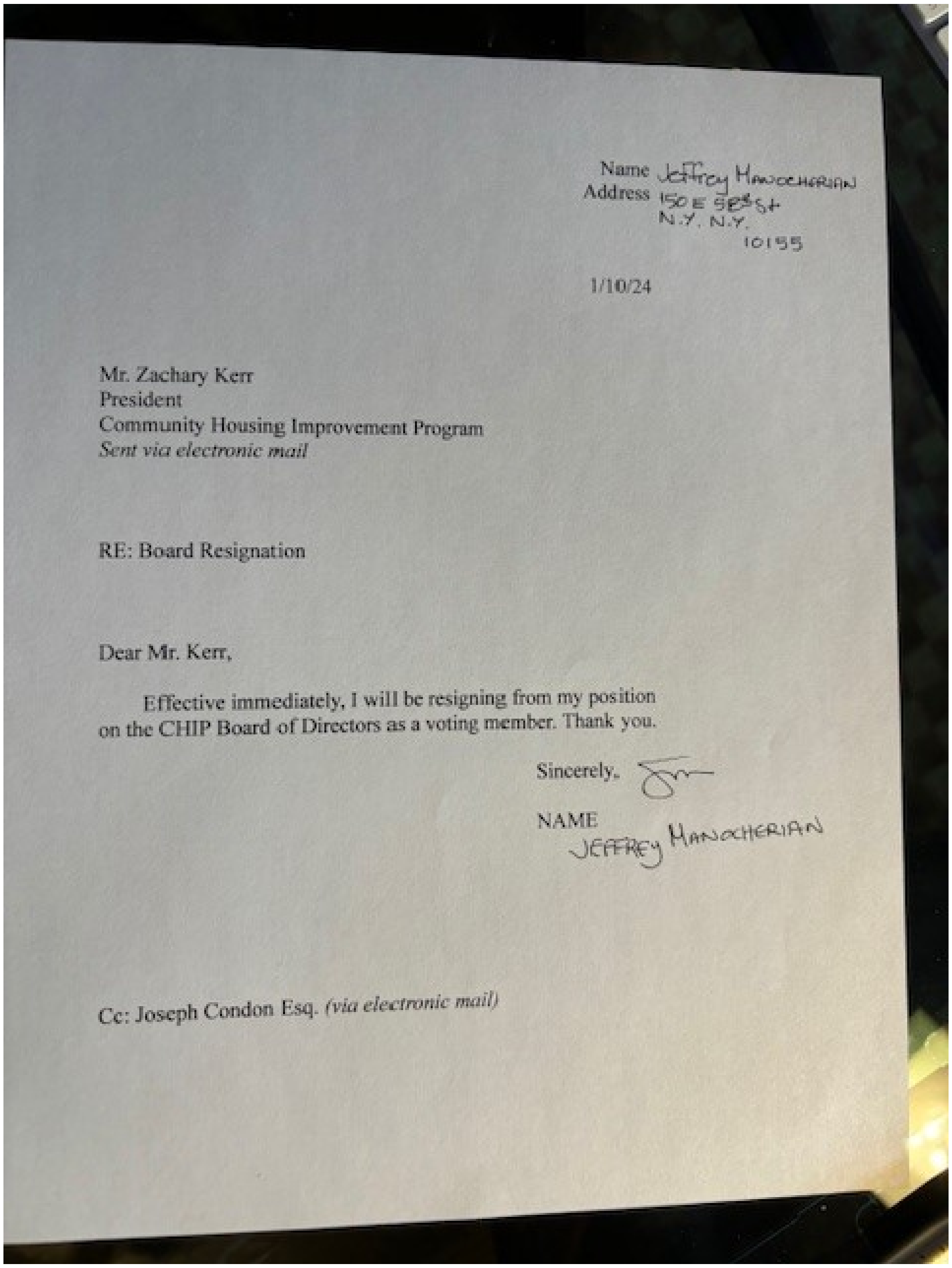
Dear Mr. Kerr,

Effective immediately, I will be resigning from my position on the CHIP Board of Directors as a voting member. Thank you.

Very truly yours,

Francine Schiff
Director Of Operations

Cc: Joseph Condon Esq. *(via electronic mail)*



Name Jeffrey MANOCHERIAN
Address 150 E 58th St
N.Y. N.Y.
10155

1/10/24

Mr. Zachary Kerr
President
Community Housing Improvement Program
Sent via electronic mail

RE: Board Resignation

Dear Mr. Kerr,

Effective immediately, I will be resigning from my position on the CHIP Board of Directors as a voting member. Thank you.

Sincerely,

NAME
JEFFREY MANOCHERIAN

Cc: Joseph Condon Esq. *(via electronic mail)*

BLDG Management Co., Inc.
417 Fifth Avenue 4th Floor
New York, New York
10016 2204
212 624 4300 Tel
212 557 6709 Fax

Mickey Napolitano
Senior Vice President
Director of Residential Real Estate
212 624 4356 Direct
mn@bldg.com

January 10, 2024

Mr. Zachary Kerr
President
Community Housing Improvement Program
Sent via electronic mail

RE: Board Resignation

Dear Mr. Kerr,

Effective immediately, I will be resigning from my position on the CHIP Board of Directors as a voting member. Thank you.

Very truly yours,

Mickey Napolitano

Mickey Napolitano
Senior Vice President
Director of Residential Real Estate

Cc: Joseph Condon Esq. *(via electronic mail)*

Exhibit 11B

Written Resignations of directors who resigned from CHIP Board to serve on RSA Special Committee

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From: Aaron Sirulnick <asirulnick@ditmasmgmt.com>
Sent: Tuesday, May 16, 2023 4:38 PM
To: Kerr Zachary
Cc: jmartin@chipnyc.org; andrewp@chipnyc.org; Joseph C
Subject: PRIVILEGED & CONFIDENTIAL

Effective immediately, I will be resigning my position on the CHIP Board and Executive Board – and will to attend any and all meetings where I am invited as a non-voting participant; where "merger" is not on the slated agenda.

Any questions, let me know

Aaron

P.Sirulnick & Son
Ditmas Management Corp.
Est. 1909

Aaron Sirulnick
3333 New Hyde Park Road, Suite 411
New Hyde Park, NY 11042
Phone: (516) 374-7000 ext. 125
Fax: (516) 374-1778
Email: asirulnick@ditmasmgmt.com

Please consider the environment before printing this email

Mark Engel
1601 Bronxdale Avenue
Bronx, NY 10462

May 19, 2023

Mr. Zachary Kerr
President
Community Housing Improvement Program (CHIP)
5 Hanover Square, Suite 1605
New York City, NY 10004

Dear, Zachary,

I have been a member of Community Housing Improvement Program for many years and on the Board of Directors. Effective May 18, 2023, I tender my resignation from the CHIP Board but I will continue to be an active member in support of its efforts.

Sincerely yours,

Mark Engel

Exhibit 11C

RSA Board Resolution Establishing Special Committee

MINUTES of the meeting of the Board of Directors of the Rent Stabilization Association of N.Y.C., held on May 18, 2023 at 12:00 P.M. at 123 William Street, New York, NY 10038

PRESENT:

Maria Aguas
Chris Athineos
Michele Bengelsdorf
Mark Engel
Matthew Engel
Kelly Farrell
Mario Gaztambide
Alex Goldstein
Andrew Hoffman
Alexander Goldstein
Gary Jacob
Lennard Katz
Michael Kerr
Michael Laub
Jeffrey Manocherian
Roger Melzer
Howard Milstein
Mickey Napolitano
Robert Nelson
Adam Parkoff
Oscar Perez
Frank Ricci
Francine Schiff
Matthew Schmelzer
Bill Schur
Jimmy Silber
Aaron Sirulnick
Olga Someras
Briana Spariosu
Joseph Strasburg
Michael Tobman
Joanna Wong
Joseph Zitolo
Laurie Zucker

Guest:
Seth Perlman, Esq.; Vivienne LaBorde; Arman Oruc; Carrie G. Siegrist; Kevin Walsh
Michael Fox

APPROVAL OF MINUTES:

After discussion, it was moved, seconded and unanimously passed to approve the Minutes of the March 16, 2023 meeting of the Board.

RESOLUTION ADDING FRANCINE SCHIFF TO THE BOARD OF DIRECTORS

After discussion, it was moved, seconded and unanimously passed to add Francine Schiff to the RSA Board of Directors, and further that she will be added to the list of members who will up for election for a term commencing September 2023.

ACCEPTANCE OF RICHARD KALIKOW'S RESIGNATION

After discussion, it was moved, seconded and the Board unanimously passed a resolution to acknowledge and accept the resignation of Richard Kalikow. Roger Melzer pointed out that the Vice Chairman's position is now open.

MERGER

Aaron Sirulnick introduced Seth Perlman, who discussed the agenda items to be addressed today with respect to the merger, antitrust issues, corporate governance, and other related issues. He then introduced Vivienne LaBorde, who provided an overview of the merger process, an update on what has happened thus far in the process and referred to the process memorandum circulated to the Board. Arman Oruc was then introduced to the Board, who addressed antitrust issues and any potential liabilities related to Attorney General Antitrust Division review. Arman Oruc referred to the antitrust guidelines and the anti-gun jumping guidelines drafted by his office, and advised the Board that the practices outlined thereunder must be followed to ensure compliance with antitrust laws.

Jimmy Silber asked Arman Oruc how long this review by the Attorney General's office can take, and he advised that his office has reached out to the Attorney General's office and was told that it can take weeks, but the timeline is uncertain because this is not an occurrence that the AG deals with often. Chris Athineos asked if is an issue that there were some meetings of board members discussing the merger at the beginning of the year, or if it is an issue that RSA has contributed to CHIP expenses (the lawsuit, vacancy reset) and Arman Oruc/Seth Perlman agreed that these actions are fine, providing that the bigger concern are actions like comingling IT, staff members, bank accounts, etc. Chris Athineos asked if there is a benefit to having CHIP dissolve and have RSA remain, and Aaron Sirulnick responded that this is something that is still being considered as an alternative, however this is a determination that would need to be made solely by the CHIP Board and membership. Adam Parkoff asked if the board members are protected given the potential personal liability discussed by Vivienne and Arman, to which Aaron Sirulnick responded that RSA can have a cursory third party review the policy through an independent insurance consultant. Jimmy Silber asked how in-depth the AG review can be expected to be, to which Arman Oruc responded that there is very little precedent on the state-level for answering that question, as they do not have many restrictions on them re: the approval process.

Seth then turned to the Whistleblower and Conflict of Interest Policy, and after discussion it was moved, seconded and unanimously passed to adopt the polices. As the Board of Directors did not appoint anyone to be compliance officer under these policies specifically, the Board shall serve as Compliance Officer thereunder.

Aaron then discussed the proposed resolution to form a Special Committee for purposes of the exploring merger and the proposed Letter of Intent(annexed). Jimmy Silber expressed interest in being added to the Committee. Gary Jacob responded that not everyone can be on the Special Committee, and it is not reasonable to have, for example, 20 members on it. Jeffrey Manocherian expressed doubt that it would be proper to add any more people than the seven listed on the resolution. After discussion, it was moved, seconded and the Board unanimously passed the annexed written resolution creating a Special Committee. Additionally, the Board resolved to convert the upcoming Executive Committee meeting on June 6, 2023 to a full Board meeting for purposes of having the Special Committee present its recommendation regarding the letter of intent.

After discussion, it was moved, seconded, and passed to have PKF review the due diligence documents (with one abstention from Michael Kerr).

ALBANY

Joseph Strasburg updated the Board on the last-minute efforts of the progressives in the State Legislature. Jimmy Silber pointed out that it seems that good cause eviction has lost steam, though Joseph Strasburg cautioned not to ease up in the fight against good cause eviction. Robert Nelson asked about the vacancy reset campaign, and Joseph Strasburg mentioned that some of the sponsors dropped off of the bill. Robert Nelson cited a Real Deal article regarding a Cea Weaver quote, and how Zachary Karr mentioned that Cea Weaver wasn't against the bill, though Aaron noted perhaps not privately, but publicly she wouldn't support it. Mickey Napolitano raised her concern that Jay Martin would be willing to give up on good cause eviction in order to obtain vacancy reset. Mario Gaztambide remarked that the fact that a vacancy reset bill was even introduced is a huge leap forward in the right direction.

CITY HALL/RGB

Frank Ricci stated City Hall has been relatively quiet. There is a hearing coming up on a new requirement to inspect vacant units. He also stated that RSA is working on an op-ed regarding what happened at the RGB (politicians storming the stage at the last meeting). Michael Tobman discussed the preliminary ranges voted upon by RGB (2-5%, 4-7%) and stated that given what happened at the last meeting, RSA is asking its members register to testify via Zoom.

LEGAL

Olga Someras provided the Board with an update on the constitutional lawsuit; CHIP/RSA brief was filed with SCOTUS on May 8th, the Pinehurst Plaintiffs just filed their brief earlier today, and we are waiting for amicus briefs to be submitted by June 9th.

NEW BUSINESS

There being no further business, the meeting concluded at 2:00 P.M.

Sincerely,

Olga Someras

PROPOSED RESOLUTIONS

OF THE BOARD OF DIRECTORS

RENT STABILIZATION ASSOCIATION N.Y.C., INC.

WHEREAS, the Board of Directors (the "Board") deems it appropriate for RSA to explore proposals for a possible merger, acquisition or other business combination ("Proposal") with the Community Housing Improvement Program ("CHIP");

WHEREAS, a portion of the Board currently consists of directors who are also directors on CHIP's Board, and when the interests of RSA and CHIP diverge, such directors would reasonably be expected to face an inherent conflict of loyalties, and thereby be influenced by considerations other than the best interests of RSA;

WHEREAS, the Board has concluded that a special committee of the Board consisting of independent and disinterested directors ("Special Committee") should be established, authorized and empowered to review, evaluate and negotiate any Proposal and any alternative thereto, and make a recommendation to the Board on what, if any, course of action RSA should pursue;

WHEREAS, the Board believes that each of the directors, Aaron Sirulnick, Michael Laub, Gary Jacob, Lennard Katz, Mark Engel, Chris Athineos, and Michael Kerr, are disinterested or independent with respect to the evaluation of a Proposal and any alternative thereto in that none of them are directors on CHIP's Board, and none of them otherwise has a potential conflict of interest relating thereto;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 712 of the New York State Not-For-Profit Corporation Law ("NPCL"), a Special Committee (the "Committee") is hereby established.

RESOLVED FURTHER, subject to the limitations on delegating Board authority set forth in NPCL Section 712, the Board delegates to the Committee full corporate power and authority to represent the interests of RSA and its voting members (the "Voting Members") in connection with RSA's exploration of a Possible Transaction, including without limitation the following:

- preparing, soliciting, reviewing, evaluating and negotiating any Proposal and any alternative thereto (a "Potential Transaction");
- retaining and consulting with outside advisors, at RSA's expense, as to the viability and advisability of a Potential Transaction;
- consulting with the Voting Members as to the viability and advisability of a Potential Transaction;

- reporting to the Board regarding the Committee's recommendations concerning a Potential Transaction;

- engaging in or overseeing negotiations with respect to a Potential Transaction;

- determining whether any Potential Transaction is fair to, and in the best interests of, RSA and its Voting Members;

- approving or rejecting the terms and conditions of any Potential Transaction (and any definitive documentation with respect thereto) and, if approved, recommending that the Board approve such Potential Transaction; and

- taking such further actions as the Committee, in its sole discretion, shall deem necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of these resolutions.

RESOLVED FURTHER, that the Committee shall consist of seven (7) directors, and the following directors are hereby appointed to serve on the Committee:

Aaron Sirulnick

Michael Laub

Gary Jacob

Lennard Katz

Mark Engel

Chris Athineos

Michael Kerr

RESOLVED FURTHER, that Aaron Sirulnick is hereby elected Chairman of the Committee.

RESOLVED FURTHER, that the following rules and procedures shall govern the Committee:

- Committee meetings may be held at any place designated in the notice of meeting, or may be held by telephone or other communications equipment which enables all persons participating in the meeting to hear each other;

- a quorum for the conduct of business by the Committee shall consist of a majority of the Committee members;

- assuming a quorum is present at a Committee meeting, the affirmative vote of a majority of the Committee members present shall be the act of the Committee;

- the Committee may act by unanimous written consent in lieu of a Committee meeting; and
- Committee meetings shall be held on at least one (1) day advance notice (including email), provided that any Committee member shall be deemed to have waived any notice required by attending the meeting and not objecting to the failure to provide notice.

RESOLVED FURTHER, that the Committee may adopt such other rules and procedures relating to its function as it deems appropriate, to the extent not inconsistent with the NPCL and RSA's certificate of incorporation and bylaws.

RESOLVED FURTHER, that the officers, employees and agents of RSA be, and the same hereby are, directed to furnish the Committee all such information as the Committee may request and cooperate with the Committee in all respects.

RESOLVED FURTHER, that the Committee shall continue until further action of the Board or until the resignation of all its members.

Upon motion duly made, seconded and carried, this resolution was adopted.

Aaron Sirulnick, Chairman

Michael Laub, Secretary

Lennard Katz, Treasurer

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Exhibit 11D

List of directors who resigned from RSA Board to serve on CHIP Merger Committee

Directors who resigned their directorships in RSA in order to serve on CHIP's Merger Committee

The following individuals, who previously sat on both RSA's and CHIP's boards, resigned their directorships in RSA in order to serve on CHIP's Merger Committee.

Matt Engel

Mario Gaztambide

Andrew Hoffman

Matthew Schmelzer

Exhibit 11E

Written Resignations of directors who resigned from RSA Board to serve on CHIP Merger Committee

LANGSAM PROPERTY SERVICES CORP.
1601 Bronxdale Avenue, Bronx, NY 10462 T 718 518 8000 F 718 518 0204 www.langsampropertyservices.com

May 25, 2023

Aaron Sirulnick
Rent Stabilization Association
123 William Street, 12th Floor
New York, Ny 10038

Dear Aaron:

As a result of the proposed merger between the Rent Stabilization Association ("RSA") and the Community Housing Improvement Program, and to avoid any potential conflict of interest, please let this serve as my notice of resignation from the RSA Board of Directors effective immediately.

Sincerely,

Matt Engel
President

LeFrak

40 WEST 57TH STREET
15TH FLOOR
NEW YORK, NEW YORK 10019

T: +1 212 708 6600
LEFRAK.COM

May 24, 2023

Aaron Sirulnick
Rent Stabilization Association
123 William Street, 12th Floor
New York, NY 10038

Via Email

Dear Aaron:

As a result of the proposed merger between the Rent Stabilization Association ("RSA") and the Community Housing Improvement Program, and to avoid any potential conflict of interest, please let this serve as my notice of resignation from the RSA Board of Directors effective immediately.

Sincerely,

Mario Gaztambide
Senior Managing Director

cc: Joseph Strasburg, Rent Stabilization Association

HOFFMAN MANAGEMENT 300 West 55th Street, Suite 2S New York, NY 10019 **212.247.4975** FAX 212.262.6335

May 25, 2023

Aaron Sirulnick
Rent Stabilization Association
123 William Street
New York, NY 10038

Via Email

Dear Aaron:

As a result of the proposed merger between the Rent Stabilization Association ("RSA") and the Community Housing Improvement Program, and to avoid any potential conflict of interest, please let this serve as my notice of resignation from the RSA Board of Directors effective immediately.

Sincerely,

Andrew Hoffman

Cc: Joseph Strasburg, Rent Stabilization Association

Tryax Realty Management, Inc.
60 CUTTER MILL ROAD • SUITE 208
GREAT NECK, NEW YORK 11021-3104

(516) 829-5400
(718) 654-5555

FAX (516) 829-5467

May 26, 2023

Aaron Sirulnick
Rent Stabilization Association
123 William St. 12th Floor
New York, N.Y. 10038

Via Email

Dear Aaron:

As a result of the proposed merger between the Rent Stabilization Association ("RSA") and the Community Housing Improvement Program, and to avoid any potential conflict of interest, please let this serve as my notice of resignation from the RSA Board of Directors effective immediately.

Sincerely,

Matthew Schmelzer
President

Cc: Joseph Strasburg, Rent Stabilization Association

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Exhibit 12

RSA Member Vote Information

Total members represented at meeting	1,175
Total votes	144,536
Total members in favor	1,149
% of total members in favor	97.79%
Total units in favor	143,389
% of total units in favor	99.23%
Total members opposed	25
% of total members opposed	2.13%
Total units opposed	1,147
% of total units opposed	0.79%

Votes in Favor

Total members represented at meeting	1175
Total votes	144536
Total members in favor	1149
% of total members	97.79%
Total units in favor	143389
% of total units	99.21%

MEMBER ID	NAME	CONTACT	REGISTER	REGISTERED UNITS	VOTED UNITS	DATE VOTED	ENTERED BY
006020	NESTOR, MARIANNE	NESTOR, MARIANNE	1	1	1	4/4/2024	RSA
020090	WRAY, SUZANNE	WRAY, SUZANNE	1	1	1	3/27/2024	RSA
021610	SCAPARRO SR, FRANK	SCAPARRO SR, FRANK	1	1	1	3/22/2024	Elizabeth Scaparro
232640	SHABSELS, SUSAN	SHABSELS, SUSAN	1	1	1	3/19/2024	RSA
302920	WONG, MARTHA		1	1	1	4/1/2024	RSA
397370	JEB & BKI REALTY LLC	BULAN, JANET E	1	1	1	3/19/2024	RSA
653790	56 COURT STREET	GRECO, LINDA	1	1	1	3/25/2024	RSA
665800	CAROLE FERRARA ASSOCIATES INC		1	1	1	3/19/2024	RSA
686260	191 COURT ST REALTY	ZIRINO, JERRY	1	1	1	3/19/2024	RSA
691420	BROWN, MARIA ELENA	BROWN, MARIA ELENA	1	1	1	3/24/2024	Maria E Brown
806780	KRUK, MILTON	KRUK, MILTON	1	1	1	3/19/2024	RSA
843840	ARGENTO GENERAL CONSTRUCTION	ARGITAKOS, ARGYRIS		1	1	4/2/2024	Vote at member meeting
037980	CAMUNAS, JORGE L	CAMUNAS, JORGE L	1	2	2	3/27/2024	RSA
079530	FRANQUINHA, ADELINO R	FRANQUINHA, ADELINO R	1	2	2	4/1/2024	RSA
110850	CAPPELLO, DENNIS	CAPPELLO, DENNIS	1	2	2	3/19/2024	RSA
170640	THUMHART, LINDA	THUMHART, LINDA	1	2	2	3/21/2024	RSA
196820	PEREZ, RAUL	PEREZ, RAUL	1	2	2	3/27/2024	RSA
269650	KING, THOMAS M	KING, THOMAS M	1	2	2	3/19/2024	RSA
368440	LOVELAND, JEFF		1	2	2	3/25/2024	RSA
370630	ABRUSCATO, THERESA E	ABRUSCATO, THERESA E	1	2	2	3/21/2024	RSA
378140	TENZER, GIL	TENZER, GIL	1	2	2	3/21/2024	RSA
502690	ZIEBA, RICHARD	ZIEBA, RICHARD	1	2	2	3/18/2024	RSA
695610	KESTEN, MARSHALL	KESTEN, MARSHALL	1	2	2	3/18/2024	RSA
969410	JUNGE, EVELYN	JUNGE, EVELYN	1	2	2	4/1/2024	RSA
029420	BRADSHAW, ALISON	BRADSHAW, ALISON	1	3	0	3/18/2024	
062350	SOROBAY, ROMAN	SOROBAY, ROMAN	1	3	3	3/25/2024	RSA
091310	MINCONE, FILOMENA	MINCONE, FILOMENA	1	3	3	3/27/2024	RSA
110800	STANDISH REALTY		1	3	3	3/25/2024	RSA
123830	PAWELCZAK, ANNA	PAWELCZAK, ANNA	1	3	3	3/25/2024	RSA
129670	KLEBAN, MARY ANNA	KADYLAK, ANNA	1	3	3	3/19/2024	RSA
174610	SUEW, MICHAEL		1	3	3	3/27/2024	RSA
181650	NAUGHTON, MICHAEL	NAUGHTON, MICHAEL	1	3	3	3/27/2024	RSA
210700	SPL ASSOCIATES LLC		1	3	3	3/18/2024	RSA
213380	RIZZA, GRACE	RIZZA, GRACE	1	3	3	3/25/2024	RSA
218400	WALLACE, ROSE	WALLACE, ROSE	1	3	3	3/27/2024	RSA
447640	HOCKING, WILLIAM	HOCKING, WILLIAM	1	3	3	3/18/2024	RSA
522330	WONG, SHUN QUEY	WONG, SHUN QUEY	1	3	3	3/27/2024	Shun Quey Wong
617350	GRANDINETTI, JOHN F	GRANDINETTI, JOHN F	1	3	3	3/21/2024	RSA
630290	T & S REALTY CORP		1	3	3	3/25/2024	RSA
854510	HOFFMAN, VICTORIA	PETHO, LASZLO	1	3	3	3/19/2024	RSA
871090	FUCHS, HERTA C	FUCHS, HERTA C	1	3	3	3/19/2024	RSA
893040	MUKHERJEE, PETER	MUKHERJEE, PETER	1	3	3	3/25/2024	RSA
272820	WILSON, ELIAS	WILSON, ELIAS		3	3	4/2/2024	Vote at member meeting
005840	ROSENBERG, ARTHUR	ROSENBERG, ARTHUR	2	4	4	3/21/2024	RSA
013650	KIRSIS,KIRSIS & BUTLER		1	4	4	3/18/2024	RSA
032270	KAMA GROUP LLC		1	4	4	3/25/2024	RSA
045650	BAYLE, MILDA	BAYLE, MILDA	1	4	4	3/21/2024	RSA
088440	DEVITO, VINCENT/MILDRED		1	4	4	3/25/2024	RSA
106800	MONTGOMERY TRADING LLC		1	4	4	3/22/2024	RSA
124990	SCHIPPERS, VICTORIA	SCHIPPERS, VICTORIA	1	4	2	3/19/2024	RSA
130450	SILKY CO LLC		1	4	4	3/21/2024	RSA
200200	JACKSON, JENNIFER	JACKSON, JENNIFER	1	4	4	3/28/2024	Jennifer Jackson
209170	WILTSHIRE, GAIL	WILTSHIRE, GAIL	1	4	4	3/19/2024	RSA
268060	SHEPANZYK, DEREK	SHEPANZYK, DEREK	1	4	4	3/18/2024	RSA
274890	LANZA, VINCENT B	LANZA, VINCENT B	1	4	4	3/18/2024	RSA
382500	780 WEA LLC		1	4	4	3/19/2024	RSA
503140	BERLINER, LOUELLA	BERLINER, LOUELLA	1	4	4	3/20/2024	Louella berliner
509790	CAHILL, REGINA F	CAHILL, REGINA F	1	4	4	3/25/2024	RSA
632490	SCHARRENBROICH, ROSEMARY	SCHARRENBROICH, ROSE	1	4	4	3/19/2024	RSA
706570	T & S CORP	TAM, WILLIAM	1	4	4	3/25/2024	RSA
733470	LIVANOS, VASSILIOS	LIVANOS, VASSILIOS	1	4	4	4/1/2024	RSA
846320	BEHNKE, ROSE	BEHNKE, STEVEN	1	4	4	3/22/2024	RSA
897220	VACCHIO, AUDENO	VACCHIO, AUDENO	1	4	4	4/1/2024	RSA
907080	435 E 85TH STREET SHARE HOLDERS LLC		1	4	4	3/19/2024	RSA
988640	BROOKS, GERALD	BROOKS, GERALD	1	4	4	4/1/2024	RSA
005190	MINICK, MICHAEL		1	5	5	3/21/2024	RSA
026720	RENDA, SALLY	RENDA, SALLY	1	5	5	3/21/2024	RSA
034090	BUKOVICIAN, GEORGE	BUKOVICIAN, GEORGE	1	5	5	3/25/2024	RSA
090730	GANDOLFO, ANTONINO	GANDOLFO, ANTONINO	1	5	5	3/25/2024	RSA
104010	GROSSMAN, MICHAEL	GROSSMAN, MICHAEL	1	5	5	3/18/2024	RSA
123510	JADWAT, CHUNG JA	JADWAT, CASSIM M	1	5	5	3/18/2024	RSA
125000	PANDELAKIS, LAURANN	PANDELAKIS, LAURANN	1	5	5	3/21/2024	RSA
139940	KRTIL, ELAINE F	KRTIL, ELAINE F	1	5	5	3/18/2024	RSA
152270	LISANTI, JOSEPH	LISANTI, JOSEPH	1	5	5	3/19/2024	RSA
171480	MICHAELIDES, BILLY	MICHAELIDES, BILLY	1	5	5	3/18/2024	RSA
193960	73 WARREN ST., LLC	LEAH, BERGER	1	5	5	3/20/2024	Leah W Berger
199040	SOROBAY, ROMAN	SOROBAY, ROMAN	1	5	5	3/25/2024	RSA
268020	DOUSMANIS, JOHN	DOUSMANIS, JOHN	1	5	5	3/21/2024	RSA
303480	ENGEL, HARRIET	ENGEL, HARRIET	1	5	5	3/19/2024	RSA
315560	BRIDGE RENTAL CORP		2	5	5	4/5/2024	RSA
367880	BROCHETELLI, MARY ANN	BROCHETELLI, MARY ANN	1	5	5	3/25/2024	RSA
371410	JON-FRAN REALTY CORP	LOCASCIO, IGNAZIO	1	5	5	4/1/2024	RSA
530080	DEAR SUGAR HILL ESTATE LLC	DEAR, ALICE M	1	5	5	3/27/2024	Alice M. Dear
535130	SIEDLECKI, CATHY	SIEDLECKI, CATHY	1	5	5	3/19/2024	RSA
634640	LIDSKY, BARBARA	LIDSKY, BARBARA	1	5	5	3/25/2024	RSA
640940	NASO, FRANK	NASO, FRANK	1	5	5	3/19/2024	RSA
706250	CREARY, KASHIF	CREARY, KASHIF	1	5	5	4/1/2024	RSA

862020	NAPOLITANO, RICHARD	NAPOLITANO, RICHARD	1	5	5	4/4/2024	RSA
886160	EAST 10TH STREET ASSOC LLC	WINTER, ROBIN	1	5	5	3/27/2024	RSA
001010	MAKOLIN, BILL	MAKOLIN, BILL	1	6	6	3/18/2024	RSA
001290	BARSOTTI-MUSUMECI, CLAUDIA	BARSOTTI-MUSUMECI, CL	1	6	6	3/19/2024	RSA
001570	PINTO, NICK	PINTO, NICK	1	6	6	3/21/2024	RSA
001840	ABUHAN, AHMET	ABUHAN, AHMET	1	6	6	3/27/2024	RSA
002230	BLACKBEAR PROPERTIES		1	6	6	3/18/2024	RSA
003320	BUTSIKARES, REBECCA		1	6	6	3/15/2024	RSA
004320	R GUNDY LLC		1	6	6	3/18/2024	RSA
005980	TEJELO, MARGARET	ALONSO, MANUEL	1	6	6	3/18/2024	RSA
006800	ROUVINETIS, KONSTANTINOS	ROUVINETIS, KONSTANTII	1	6	6	3/21/2024	RSA
006840	DINICOLA, G & S		1	6	6	3/19/2024	RSA
009090	CARLSON, WILLIAM	CARLSON, WILLIAM	1	6	6	3/19/2024	RSA
009970	REINA, JOSEPH	REINA, JOSEPH	1	6	6	3/18/2024	RSA
013200	SANCHEZ, AMADA URENA	SANCHEZ, AMADA URENA	1	6	6	3/18/2024	RSA
015050	70-15 34TH AVE LLC	LEFF, MITCHELL	1	6	6	3/18/2024	RSA
015390	MASI, RONALD DI	MASI, RONALD DI	1	6	6	3/21/2024	RSA
017460	BATSIDES, BESSIE	BATSIDES, BESSIE	1	6	6	3/27/2024	RSA
022060	BERLINGER, ARTHUR	BERLINGER, ARTHUR	1	6	6	3/25/2024	RSA
026220	MARNIKA, EREDIN	MARNIKA, EREDIN	1	6	6	3/25/2024	RSA
027920	298 ECKFORD ST LLC	PERKOWSKI, WALTER	1	6	6	3/25/2024	RSA
029160	TRZEPIZUR, ARKADIUSZ	TRZEPIZUR, ARKADIUSZ	1	6	6	3/19/2024	RSA
031180	BRISBANE & ROBERTSON		1	6	6	3/18/2024	RSA
032810	BRUCKER, HERITA	BRUCKER, PETER	1	6	6	4/4/2024	RSA
034530	180 LAFAYETTE CORP		1	6	6	3/25/2024	RSA
035880	DIAKUN, YVONNE	DIAKUN, YVONNE	1	6	6	3/21/2024	RSA
037570	UNION GRAND REALTY LLC		1	6	6	3/20/2024	George Newshan
038200	CUSQUILLO, CARLOS	CUSQUILLO, CARLOS	1	6	6	4/1/2024	RSA
038990	CURCIO, FRANK/ANTONELLA	CURCIO, FRANK/ANTONEL	1	6	6	3/25/2024	RSA
042800	CERJAK, JOHN	CERJAK, JOHN	1	6	6	3/25/2024	John Cerjak
045750	MANISCALCO, MIKE	MANISCALCO, MIKE	1	6	6	4/1/2024	RSA
046980	CHATARPAL, RAMPAUL	CHATARPAL, RAMPAUL	1	6	6	3/25/2024	RSA
051290	ARC 1876 LLC		1	6	6	3/19/2024	RSA
052210	CORRADI, SUSAN J	CORRADI, SUSAN J	1	6	6	3/15/2024	RSA
055840	MEDINA, ROSE M	MEDINA, ROSE M	1	6	6	3/21/2024	Rose M Medina
062970	AGEE, ERSKINE	AGEE, ERSKINE	1	6	6	4/1/2024	RSA
063310	DAVID, ARTURO	DAVID, ARTURO	1	6	6	3/19/2024	RSA
064470	ASTORE, RALPH	ASTORE, RALPH	1	6	6	3/18/2024	RSA
065310	DJORDJE, ZIVAN	DJORDJE, ZIVAN	1	6	6	3/18/2024	RSA
071210	JOHNSON, DIANE & BLAKE		1	6	6	3/18/2024	RSA
072750	JONES, RODICA	JONES, RODICA	1	6	6	3/18/2024	RSA
073370	GAY, ELMA	GAY, ELMA	1	6	6	3/21/2024	RSA
074830	ERCOLANO, THOMAS F	ERCOLANO, THOMAS F	1	6	6	3/18/2024	RSA
081240	FESSAK, BORYS	FESSAK, BORYS	1	6	6	3/19/2024	RSA
082080	KAKIVELIS, POLYDOROS	KAKIVELIS, POLYDOROS	1	6	6	3/19/2024	RSA
083610	CRIANZA, SUSAN		1	6	6	3/25/2024	RSA
083810	LANGE CRISPELL, DALE A	LANGE CRISPELL, DALE A	1	6	6	3/21/2024	RSA
084380	FONTANA, GEORGE	GEORGE, FONTANA	1	6	6	3/20/2024	Frank Fontana
084440	FONTANA, LINDA	FONTANA, LINDA	1	6	6	3/27/2024	Linda Fontana
086620	OLAVARRIA, JOSE	OLAVARRIA, JOSE	1	6	6	3/19/2024	RSA
086940	GOURAS, MARYANNE	GOURAS, MARYANNE	1	6	6	3/21/2024	RSA
088530	FULOP, GRACE A	FULOP, GRACE A	1	6	6	4/1/2024	RSA
088730	GUCCIONE, CATERINA	MARCHIANO, VINCENZO	1	6	6	3/27/2024	Caterina Guccione
089230	FARRAN, RICHARD	FARRAN, RICHARD	1	6	6	3/19/2024	RSA
089490	SOUVATZIS, SAMANTHA	SOUVATZIS, SAMANTHA	1	6	6	3/19/2024	RSA
089680	SANOULIS, PETER	SANOULIS, PETER	1	6	6	3/21/2024	RSA
095570	GILL, MAMIE L	GILL, MAMIE L	1	6	6	3/27/2024	RSA
096330	BERTUNA, GERALD	BERTUNA, GERALD	1	6	6	3/18/2024	RSA
099310	GONZALEZ, ANTONIA	GONZALEZ, ANTONIA	1	6	6	4/1/2024	RSA
100720	RAMBRICH, BALRAM	RAMBRICH, BALRAM	1	6	6	3/25/2024	RSA
103410	SKI FAMILY LLC		1	6	6	4/1/2024	RSA
103670	ANZALONE, LUCILLE	ANZALONE, LUCILLE	1	6	6	3/21/2024	Lucille Anzalone
105000	GELBSTEIN, ALAN	GELBSTEIN, ALAN	1	6	6	3/27/2024	RSA
110170	921 METRO LLC	MALY, FRANK J	1	6	6	3/27/2024	Frank J. Maly
114190	MONROE, CHARLES	MONROE, CHARLES	1	6	6	3/21/2024	RSA
114630	CPN REALTY LLC	HALVATUS, PAUL	1	6	6	3/18/2024	RSA
119290	52 BAY 35TH LLC		1	6	6	3/25/2024	RSA
119420	IANNUCCI, PHILIP	IANNUCCI, PHILIP	1	6	6	3/25/2024	RSA
125530	DOMINGO, SALVATORE	DOMINGO, SALVATORE	1	6	6	3/19/2024	RSA
127450	JONAS, JOSEPH	GOLDIE, JONAS	1	6	6	3/25/2024	RSA
127600	G K 724 REALTY CORP		1	6	6	3/21/2024	RSA
128540	JOVIC, BOZICA	JOVIC, BOZICA	1	6	6	3/27/2024	RSA
129200	JUSTIC, JERRY	JUSTIC, JERRY	1	6	6	3/19/2024	RSA
129530	KARLICH, MARILYN		1	6	6	4/1/2024	RSA
130050	FEBLES, ZORAIDA	FEBLES, ZORAIDA	1	6	6	4/1/2024	RSA
136670	KOENIG, LILLIAN		1	6	6	3/18/2024	RSA
137110	KOLJEVINA, ANDRINO	KOLJEVINA, ANDRINO	1	6	6	3/21/2024	RSA
138100	KOSOGLOU, NINA	KOSOGLOU, NINA	1	6	6	3/21/2024	nina kosoglou
139240	MIJATOVIC, EMILY	MIJATOVIC, EMILY	1	6	6	3/21/2024	Emily Mijatovic
139820	KROPF, ERIC	KROPF, ERIC	1	6	6	3/25/2024	RSA
140890	KUROWYCKYJ, ELIZABETH	KUROWYCKYJ, ELIZABETI	1	6	6	3/25/2024	RSA
142490	LAFFEY, PATRICK J	LAFFEY, PATRICK J	1	6	6	3/21/2024	RSA
146420	CHUI, H		1	6	6	3/25/2024	RSA
147790	LEMBERGER, MURIAL JOY	LEMBERGER, MURIAL JOY	1	6	6	3/19/2024	RSA
150920	GAMILL, BRUCE	GAMILL, BRUCE	1	6	6	3/20/2024	Bruce Gamill
152670	CLARO, THOMAS F	CLARO, THOMAS F	1	6	6	4/1/2024	RSA
153660	ROBINSON, GLORIA I	ROBINSON, GLORIA I	1	6	6	4/2/2024	Gloria Robinson
153980	LEX & 84 CORP		1	6	6	3/25/2024	RSA
160790	MANIATAKOS, KOULA	MANIATAKOS, KOULA	1	6	6	4/1/2024	RSA
161680	SANTOS JR, CHRISTOPHER	SANTOS JR, CHRISTOPHE	1	6	6	3/25/2024	RSA
162930	MARINO, GIUSEPPINA	MARINO, GIUSEPPINA	1	6	6	4/1/2024	RSA
163070	RASTETTER, HAROLD	RASTETTER, HAROLD	1	6	6	3/18/2024	RSA
166860	MAVRIKOS, ANGIE	MAVRIKOS, ANGIE	1	6	6	3/19/2024	RSA
170390	1854 MADISON PARTNERS, LLC	SABELLA, ADAM	1	6	6	3/25/2024	RSA
171640	ORTIZ, IDA	ORTIZ, NILDA SANTIAGO/I	1	6	6	3/25/2024	RSA
172280	MIHELIC, ALBERT	MIHELIC, ALBERT	1	6	6	3/25/2024	RSA
173460	CASTRO-SKORUPA, EMETERIA	CASTRO-SKORUPA, EMET	1	6	6	3/21/2024	RSA
175280	VARTHOLOMEOS, NIKOLAS	VARTHOLOMEOS, NIKOLA	1	6	6	3/25/2024	RSA
175900	F&F UNION AVE PROPERTY HOLDINGS LLC		1	6	6	3/19/2024	RSA

176100	MONTGOMERY TRADING, LLC		1	6	6	3/22/2024	RSA
177350	MORSCHER, JOSEPH	MORSCHER, JOSEPH	1	6	6	3/21/2024	RSA
179030	GRAZELLO LLC		1	6	6	3/21/2024	RSA
179820	BESSAI, MOHAMED	HOVSEPIAN, ANITA	1	6	6	4/2/2024	RSA
180430	INNOCENTE, ELSA	INNOCENTE, ELSA	1	6	6	4/1/2024	RSA
181840	SPITERI, LARRY	SPITERI, LARRY	1	6	6	3/29/2024	Lucy Spiteri
184380	EVOLA, VIOLETTA		1	6	6	3/21/2024	RSA
187310	SKY MANAGEMENT CORP	OHEBSHALOM, JONATHAN	1	6	6	3/18/2024	RSA
187770	HAK REALTY CORP		1	6	6	3/21/2024	RSA
188190	DROZDZEWICZ, ANDREW	DROZDZEWICZ, ANDREW	1	6	6	3/19/2024	RSA
188210	OPEDAL, L		1	6	6	3/21/2024	RSA
192650	PERLEGIS, MATINA	PERLEGIS, MATINA	1	6	6	4/1/2024	RSA
196610	TOUTELLE LLC	SEOANE, EMILY	1	6	6	3/19/2024	RSA
199720	STOUPAKIS, HARITINI		1	6	6	3/21/2024	RSA
200400	PIZZOLO, VIN	PIZZOLO, VIN	1	6	6	3/27/2024	RSA
204440	HRABIK, ZBIGNIEW	HRABIK, ZBIGNIEW	1	6	6	3/18/2024	RSA
206240	LMS WEST LLC		1	6	6	3/21/2024	RSA
207020	RALLAKIS, HELEN		1	6	6	3/20/2024	HelenM
207460	RAMOS, ANGEL	RAMOS, JOVITA	1	6	6	3/19/2024	RSA
210490	REWIAKO, EDWARD	REWIAKO, EDWARD	1	6	6	3/19/2024	RSA
213410	47-29 44TH ST WOODSIDE LLC		1	6	6	3/21/2024	RSA
218210	FERRIOLO, DEBORAH	FERRIOLO, VINCENZO	1	6	6	3/21/2024	RSA
218790	PRASHAUD, PADAMWAITE	PRASHAUD, PADAMWAITE	1	6	6	3/21/2024	RSA
222400	MAVRIKOS, ANGELIKI	MAVRIKOS, ANGELIKI	1	6	6	3/19/2024	RSA
224480	ALAMAR REALTY CORP	LEVITT, ALAN	1	6	6	3/19/2024	RSA
224980	SANSEVIERO, GIOVANNI	SANSEVIERO, GIOVANNI	1	6	6	3/21/2024	RSA
225340	SANTORO, TONY	SANTORO, TONY	1	6	6	3/19/2024	RSA
226200	SATTLER, CHRISTOPHER	SATTLER, CHRISTOPHER	1	6	6	3/21/2024	RSA
231490	SCHWARTZ FITTERMAN, R	FITTERMAN, R / SCHWART	1	6	6	3/21/2024	RSA
237610	CONA, JOHN V P	CONA, JOHN V P	1	6	6	3/21/2024	RSA
238370	KONIUK, GLENN	KONIUK, GLENN	1	6	6	3/25/2024	RSA
240950	VELCICH, ANNA MARIA		1	6	6	3/27/2024	RSA
241730	LOIZA REALTY CORP	OCASIO, SANTIAGO	1	6	6	3/25/2024	RSA
241760	DE BORJA, IRENE	SPERTOS, MARKELLA	1	6	6	3/27/2024	RSA
242350	28-16 47 ST LLC.		1	6	6	3/18/2024	RSA
242460	BLACE, ANTE	BLACE, ANTE	1	6	6	3/19/2024	RSA
242740	STACCHINI, JOHN SEBASTIANO	STACCHINI, JOHN SEBAST	1	6	6	3/27/2024	John Stacchini
242960	BRACHFELD, HOWARD		1	6	6	4/1/2024	RSA
244110	JEREMIAH, DONNA & TERRY		1	6	6	3/27/2024	Donna Jeremiah
252600	NEUSCHLOSS, YENTY	NEUSCHLOSS, YENTY	1	6	6	3/21/2024	RSA
254580	HENRY, MARLENE	HENRY, MARLENE	1	6	6	3/21/2024	RSA
254910	TORNELLO, ROBERT	TORNELLO, M	1	6	6	3/25/2024	RSA
255990	ORAA, PATRICIA	PATRICIA, ORAA	1	6	6	3/21/2024	RSA
256220	DEVANEY ASSOCIATES, LLC	DEVANEY, AIDEN	1	6	6	3/15/2024	RSA
256370	ARSENAKOS, STELLA	ARSENAKOS, STELLA	1	6	6	3/21/2024	RSA
259740	GUASTELLA, PATRICIA	GUASTELLA, PATRICIA	1	6	6	4/2/2024	RSA
259930	TURRICIANO, JOSEPH	VARIO, ANTONIO	1	6	6	3/19/2024	RSA
264450	MIHALACHE, MARIA		1	6	6	4/2/2024	RSA
264560	YIALOURIS-PAPASMIRIS, MARY	YIALOURIS-PAPASMIRIS,	1	6	6	3/27/2024	RSA
264790	952 LLC		1	6	6	3/19/2024	RSA
264830	6303 LLC		1	6	6	3/25/2024	RSA
267350	ARIFI, SHEFKI	ARIFI, SHEFKI	1	6	6	3/27/2024	RSA
268820	CATAN, PAUL	CATAN, PAUL	1	6	6	3/19/2024	RSA
273640	224 BERRY STREET, LLC	KROCZYNSKI, JOHN	1	6	6	4/1/2024	RSA
276930	BATEAU, KETTLY	BATEAU, KETTLY	1	6	6	3/19/2024	RSA
277120	T & K HOLDINGS INC		1	6	6	3/20/2024	Brandon Li
285280	1816 RADCLIFF AVE CORP		1	6	6	3/25/2024	RSA
287140	SCHMIDT, GEORGE	SCHMIDT, GEORGE	1	6	6	3/21/2024	RSA
297980	JUNCTION REALTY LLC	MOGHADDAM, KHOSROW	1	6	6	3/21/2024	RSA
301500	LEWIS, CLAUDETTE	LEWIS, CLAUDETTE	1	6	6	3/21/2024	RSA
302250	TURRIAGO, DANIEL	TURRIAGO, DANIEL	1	6	6	3/18/2024	RSA
302480	ROMNEY, EDGAR	ROMNEY, EDGAR	1	6	6	3/21/2024	Edgar Romney
302940	CHILLO, TERESA	CHILLO, TERESA	1	6	6	3/25/2024	RSA
306630	473 78TH STREET LLC		1	6	6	3/21/2024	RSA
307150	LANG, MICHAEL V	LANG, MICHAEL V	1	6	6	3/19/2024	RSA
310980	RAMBRICH, THAKOORDIAL	RAMBRICH, THAKOORDIAN	1	6	6	3/25/2024	RSA
316080	3735 REALTY LLC		1	6	6	3/27/2024	RSA
317410	EISEN, DULCINA	EISEN, DULCINA	1	6	6	3/25/2024	RSA
318540	CARDONA, EFRAIN	CARDONA, EFRAIN	1	6	6	3/25/2024	RSA
341520	KATEHIS, KORINA	KATEHIS, KORINA	1	6	6	4/1/2024	RSA
344110	MACARENO, CANDIDO	MACARENO, CANDIDO	1	6	6	3/19/2024	RSA
344860	MARTIN, GEORGE	MARTIN, GEORGE	1	6	6	3/18/2024	RSA
345670	KRUTUL, IRENA	KRUTUL, IRENA	1	6	6	3/27/2024	RSA
346240	PACHECO, ROSE	PACHECO, ROSE	1	6	6	3/18/2024	RSA
347030	JCJ REALTY LLC		1	6	6	3/21/2024	RSA
348840	CASTELLINO LLC	CASTELLINO, VINCENZINA	1	6	6	3/19/2024	RSA
349640	ADAMS, ANNE	ADAMS, ANNE	1	6	6	4/1/2024	RSA
350080	WEISS, MEIR	WEISS, MEIR	1	6	6	4/1/2024	RSA
353420	DOULAVERIS, DINA	DOULAVERIS, DINA	1	6	6	3/27/2024	RSA
353700	1528 WEST 9TH LLC		1	6	6	3/25/2024	RSA
353860	23-20 28TH LLC		1	6	6	3/21/2024	RSA
354430	ROGOZIA, ELWIRA	ROGOZIA, ELWIRA	1	6	6	3/19/2024	RSA
364660	VICUNA, ELMER	VICUNA, ELMER	1	6	6	3/18/2024	RSA
367510	SULLIVAN, TIM	SULLIVAN, TIM	1	6	6	4/1/2024	RSA
367660	DOULAVERIS, DINA	DOULAVERIS, DINA	1	6	6	3/27/2024	RSA
368140	RANALLO, ROBERT	RANALLO, ROBERT	1	6	6	3/21/2024	RSA
369170	ZAKOVIC, MARIA	ZAKOVIC, MARIA	1	6	6	3/21/2024	RSA
369300	DARBY, MICHAEL	DARBY, MICHAEL	1	6	6	3/25/2024	RSA
371150	CASTRO-SKORUPA, EMETERIA	CASTRO-SKORUPA, EMET	1	6	6	3/21/2024	RSA
374950	MORTILLARO, ROSARIO	MORTILLARO, ROSARIO	1	6	6	4/1/2024	RSA
378430	RAMAZAN, PEREZIC	RAMAZAN, PEREZIC	1	6	6	3/19/2024	RSA
380210	PHILOU PROPERTIES, LLC		1	6	6	3/21/2024	RSA
383020	RONTIRIS, GEORGE	RONTIRIS, GEORGE	1	6	6	3/19/2024	RSA
383180	GUTMAN, JAY	GUTMAN, JAY	1	6	6	3/25/2024	RSA
383930	HANAIF, GAMAL	HANAIF, GAMAL	1	6	6	3/19/2024	RSA
384250	MORALES, ALONA	MORALES, RENEE-TAYLO	1	6	6	4/1/2024	RSA
384260	RUSU, MONICA		1	6	6	3/21/2024	RSA
398340	WALA, BARBARA	WALA, BARBARA	1	6	6	3/21/2024	RSA
405590	HALVATZIS, ANITA	HALVATZIS, ANITA	1	6	6	3/18/2024	RSA

405890	CONCETTA, LISA	CONCETTA, LISA	1	6	6	3/25/2024	RSA
412510	SCHUIT, MICHIEL	SCHUIT, MICHIEL	1	6	6	4/1/2024	michiel schuit
459250	CONELIAS, PETER	CONELIAS, PETER	1	6	6	3/19/2024	RSA
464910	LAU, GORDON	LAU, GORDON	1	6	6	3/19/2024	RSA
465020	MORCOS REALTY		1	6	6	3/25/2024	RSA
465240	FAHIE, GLORIA	FAHIE, GLORIA	1	6	6	3/19/2024	RSA
500320	LEANZA, MARIE	LEANZA, MARIE	1	6	6	3/18/2024	RSA
501310	STOJANOVIC, JOVICA	STOJANOVIC, JOVICA	1	6	6	3/19/2024	RSA
507570	CILLO, ANTHONY	CILLO, ANTHONY	1	6	6	3/19/2024	RSA
508760	HADZOVIC, JUSUF	HADZOVIC, JUSUF	1	6	6	3/19/2024	RSA
510290	KRITIKOS, GEORGE	KRITIKOS, GEORGE	1	6	6	3/21/2024	RSA
511020	KEWAL, CHHATWAL	KEWAL, CHHATWAL	1	6	6	4/4/2024	RSA
515290	SULLIVAN, SILVER	SULLIVAN, SILVER	1	6	6	3/21/2024	RSA
525480	RAPPA, VINCENT	RAPPA, VINCENT	1	6	6	3/21/2024	RSA
526600	THE JOSE MUHAMMAD LIVING TRUST	MUHAMMAD, JOSE	1	6	6	4/1/2024	RSA
531340	SPATHAS, BEA	SPATHAS, BEA	1	6	6	3/26/2024	RSA
532280	PIZZA, REGINA	PIZZA, REGINA	1	6	6	4/1/2024	RSA
535760	ZANNETTIS, LOUCAS	ZANNETTIS, LOUCAS	1	6	6	3/21/2024	RSA
536260	SINGH, JAINARINE	SINGH, JAINARINE	1	6	6	3/21/2024	RSA
558930	MP BRISTOL II LLC	BRISTOL, PAULINE	1	6	6	4/1/2024	RSA
582540	CYGLER, GIL	CYGLER, GIL	1	6	6	3/21/2024	RSA
601790	AMAL CORP		1	6	6	3/19/2024	RSA
603150	GREKON REAL ESTATE CORP	APOSTOLATOS, GREGORY	1	6	6	3/21/2024	RSA
604260	AMATO, SHERYL	AMATO, SHERYL	1	6	6	4/1/2024	RSA
604600	AFXENTIOU, DIAMANDO	AFXENTIOU, DIAMANDO	1	6	6	3/21/2024	RSA
608160	SARDELL, KAREN	SARDELL, KAREN	1	6	6	3/21/2024	RSA
611280	8-42 ASTORIA BLVD CORP	WEEKS, GARY W	1	6	6	3/18/2024	RSA
611320	GALBA LLC	KOUMBAROULIS, ANDREA	1	6	6	3/21/2024	RSA
621610	FAKARIS, KALLIOPI/GEORGE		1	6	6	3/19/2024	RSA
622240	POLINSKY, KURT M	POLINSKY, KURT M	1	6	6	3/18/2024	RSA
624720	MARTIN, ELENA	MARTIN, PRIMO	1	6	6	3/19/2024	RSA
626740	247 STANHOPE LLC	NIENAJADLO, MARIA	1	6	6	3/21/2024	RSA
631330	WEISS, MEIR	WEISS, MEIR	1	6	6	4/1/2024	RSA
633910	HOOGENBOOM, JAN	HOOGENBOOM, JAN	1	6	6	3/18/2024	RSA
634040	RAFLA-DEMETRIOUS, MARIE J	RAFLA-DEMETRIOUS, MAR	1	6	6	3/18/2024	RSA
636010	240 POWERS STREET LLC	GIL, JOAN	1	6	6	3/21/2024	RSA
658280	MONGITORE, ANGELO	MONGITORE, ANGELO	1	6	6	3/21/2024	RSA
665980	495 MCDONALD AVENUE LLC	STEFANO, CHRISTOPHER	1	6	6	3/21/2024	RSA
666960	BLASIC, DIANA	BLASIC, DIANA	1	6	6	3/19/2024	RSA
672840	PAPOUTSIS, ANASTASIA	PAPOUTSIS, ANASTASIA	1	6	6	3/21/2024	RSA
676100	1404 THIRD AVE INC		1	6	6	3/25/2024	RSA
677370	ELLABELLA MANAGEMENT LLC		1	6	6	3/25/2024	RSA
678260	GLAVAN, JOHN	GLAVAN, JOHN	1	6	6	3/21/2024	RSA
686460	CHENG, DAVID	CHENG, DAVID	1	6	6	3/18/2024	RSA
691570	KUFEL, WIESLAWA		1	6	6	3/25/2024	RSA
695900	DIBONA, MARIA	DIBONA, MARIA	1	6	6	3/15/2024	RSA
701350	POINT 27 LLC	PIPPIS, ANTHONY	1	6	6	3/19/2024	RSA
706080	ALEXANDRATOS, SPIRO	ALEXANDRATOS, SPIRO	1	6	6	3/19/2024	RSA
720980	YIP, ESTHER	YIP, ESTHER	1	6	6	3/18/2024	RSA
747230	41-16 49 ST LLC	HENI, ANNE	1	6	6	3/30/2024	Anne Heni
752830	CARDOZA, MARIE	CARDOZA, MARIE	1	6	6	3/11/2024	Marie Cardoza
765230	DWANE, JAMES	DWANE, JAMES	1	6	6	3/27/2024	RSA
802020	25-05 24TH AVE REALTY LLC		1	6	6	3/27/2024	RSA
835380	42-17 164TH STREET LLC	JA OH, MOON	1	6	6	3/15/2024	RSA
844080	SANTIAGO, CARMEN	SANTIAGO, CARMEN	1	6	6	3/25/2024	RSA
846830	THE MARAY COMPANY		2	6	6	4/1/2024	RSA
847110	LENGUA, CARMINE	LENGUA, CARMINE	1	6	6	3/25/2024	RSA
870160	MORSE, CHRISTOPHER J	MORSE, CHRISTOPHER J	1	6	6	3/19/2024	RSA
870680	28 WEST 47TH LLC		1	6	6	3/22/2024	RSA
877640	LIGURGO, ANTONIO	LIGURGO, ANTONIO	1	6	6	3/18/2024	RSA
878170	MIHNOVICH, JOHN	MIHNOVICH, JOHN	1	6	6	4/1/2024	RSA
885110	SAN BERNARD REALTY		1	6	6	3/21/2024	RSA
891160	PANCHAM, NARESHWER	PANCHAM, NARESHWER	1	6	6	3/19/2024	Nareshwer Pancham
904680	HAR, DENIS	HAR, DENIS	1	6	6	4/1/2024	RSA
969420	GOODMAN, HAZELLE	GOODMAN, HAZELLE	1	6	6	4/2/2024	Hazelle Goodman
984120	MATEJKA, JERRY W	MATEJKA, JERRY W	1	6	6	3/19/2024	RSA
985140	WAJS, DANIEL	WAJS, DANIEL	1	6	6	3/18/2024	RSA
992080	LOBRUTTO, PAUL		1	6	6	3/15/2024	RSA
012450	ATTARD, GEORGE	ATTARD, GEORGE	1	7	7	3/19/2024	RSA
029080	BOYLE, JOHN M	BOYLE, JOHN M	1	7	7	3/20/2024	John Boyle
039590	133 17TH STREET LLC	ACEVEDO, NILDA	1	7	7	3/19/2024	RSA
049620	BHAGAN, BISRAM	BHAGAN, BISRAM	1	7	7	3/21/2024	RSA
076240	ANGELAKIS, JOHN	ANGELAKIS, JOHN	1	7	7	3/19/2024	RSA
081040	FERRARI, MARIA	FERRARI, MARIA	1	7	7	3/19/2024	RSA
115590	HIDARY, ANNETTE	GOLDMAN, ANNETTE	1	7	7	3/19/2024	RSA
130230	145 CALYER STREET LLC	SHEPANZYK, JON	1	7	7	3/25/2024	RSA
150200	SEIER REALY LLC		1	7	7	3/21/2024	RSA
153070	SONDEREGGER, ROBERT C		1	7	7	3/23/2024	Robert C Sonderegger
153890	LONG, ALVIN	LONG, ALVIN	1	7	7	3/19/2024	RSA
163570	ZITO, DANNY		1	7	7	3/21/2024	RSA
167690	O'HARA, STEPHEN	O'HARA, STEPHEN	1	7	7	3/25/2024	RSA
172270	MIHAS, PETER	MIHAS, PETER	1	7	7	3/25/2024	Themis Pappas
177560	MOSCONI, BARBARA		1	7	7	3/25/2024	RSA
185000	NORDBO, JOHN	NORDBO, JOHN	1	7	7	3/19/2024	RSA
190190	P G B REALTY CORP		1	7	7	3/21/2024	RSA
197270	PEROS, MIKE	PEROS, NIKO	1	7	7	4/5/2024	RSA
245160	MAUCERI, ANTHONY	MAUCERI, ANTHONY	1	7	7	3/29/2024	Anthony Mauceri
246780	D'ANTONI, CLAUDIO	D'ANTONI, CLAUDIO	1	7	7	3/21/2024	RSA
257800	CACCOMO, ROBERT	CACCOMO, ROBERT	1	7	7	4/1/2024	RSA
260910	BRUECK, ROSANNA	BRUECK, ROSANNA	1	7	7	4/1/2024	RSA
266640	DASSARO, ANTHONY	DASSARO, ANTHONY	1	7	7	3/20/2024	Anthony Dassaro
278080	B & J, ZAWISNY		1	7	7	3/21/2024	RSA
278190	ZEGELSTEIN, ELSA	ZEGELSTEIN, ELSA	1	7	7	3/21/2024	RSA
285540	HEINRICH, GEORGE M D	HEINRICH, GEORGE M D	1	7	7	3/27/2024	RSA
297340	SEIER 3 LLC	FRANK, SEILER	1	7	7	3/21/2024	RSA
389220	384 PUTNAM LLC		1	7	7	4/1/2024	RSA
389670	GASHI, TONY	GASHI, TONY	1	7	7	3/21/2024	RSA
403800	GREENIDGE, MARC	GREENIDGE, MARC	1	7	7	4/1/2024	RSA
876790	CHU, STEVEN	CHU, STEVEN	1	7	7	3/18/2024	RSA

977940	CHOW, DANNY	CHOW, DANNY	1	7	7	3/18/2024	RSA
004150	ALBERT & ALBERT PROPERTIES		1	8	8	3/22/2024	Paula Sartorius
009880	KLEIN, ROBERT	KLEIN, ROBERT	1	8	8	3/21/2024	RSA
020580	LASKARIS, THOMAS A	LASKARIS, THOMAS A	1	8	8	3/21/2024	RSA
027930	CHAMIELEC, IWONA	CHAMIELEC, IWONA	1	8	8	3/15/2024	Iwona Chamielec
029990	HAMILTON, JANICE		1	8	8	3/18/2024	Janice Hamilton
035210	BUZZETTA, GIROLAMA	BUZZETTA, GIUSEPPE	1	8	8	3/19/2024	RSA
055600	MILAN REALTY LLC		1	8	8	3/19/2024	RSA
055620	ALBA REALTY LLC		1	8	8	3/25/2024	RSA
067370	FOULKES, CORAL	FOULKES, CORAL	1	8	8	3/27/2024	RSA
069380	KARECKI, ANNA	KARECKI, ANNA	1	8	8	3/21/2024	RSA
077330	EZZARD, DODD	DIANA G. KURUC,	1	8	8	3/25/2024	RSA
087500	PEELING BUILDING INC	ADELAAR, PETER	1	8	8	3/21/2024	RSA
089950	COLUCCI, ALBERT	COLUCCI, ALBERT	1	8	8	3/27/2024	RSA
090620	174 UNION STREET LLC	GAMBINO, NICOLA	1	8	8	3/27/2024	RSA
094800	F & D REALTY CORP		1	8	8	3/25/2024	RSA
102250	BUDROG LLC		1	8	8	4/5/2024	RSA
102790	LERNER, MICHAEL	LERNER, MICHAEL	1	8	8	3/25/2024	RSA
105010	GUGLIELMO, SALVATORE	GUGLIELMO, SALVATORE	1	8	8	3/19/2024	RSA
115350	POSPISCHIL, ERNEST P	POSPISCHIL, ERNEST P	1	8	8	3/18/2024	RSA
125960	P & P CLIFFORD PL LLC	PACHALZ, PETER	1	8	8	4/1/2024	RSA
126580	NOEL, PATRICK	NOEL, PATRICK	1	8	8	3/21/2024	RSA
128640	CHENG, RAYMOND	CHENG, RAYMOND	1	8	8	3/25/2024	RSA
134620	ABSOLAM, OSMOND	ABSOLAM, OSMOND	1	8	8	3/21/2024	RSA
141240	KUZEMKA, JOHN B	KUZEMKA, JOHN B	2	8	8	3/21/2024	RSA
141440	VIMA REALTY LLC	GIANNAKAKIS, HELEN	1	8	8	4/1/2024	RSA
142300	BATTAGLINO, RICHARD		1	8	8	3/21/2024	RSA
165350	CHUA, ANTONIO	CHUA, ANTONIO	1	8	8	3/18/2024	RSA
167000	CAMPBELL, CURLENE	CAMPBELL, CURLENE	1	8	8	3/19/2024	RSA
169800	TAPPER, KRISTINA		1	8	8	3/18/2024	RSA
169910	KESTEN, MARSHALL	KESTEN, MARSHALL	1	8	8	3/19/2024	RSA
174790	MODZELEWSKI, IZABELLA	MODZELEWSKI, IZABELLA	1	8	8	3/30/2024	Izabella Modzelewski
188990	AVISHAI, ADIV	AVISHAI, ADIV	1	8	8	3/21/2024	RSA
189280	MARTYNICK, VERA	MARTYNICK, VERA	1	8	8	4/8/2024	RSA
200740	BALICK, JAYNE	BALICK, JAYNEN	1	8	8	3/25/2024	RSA
215430	ROINESTAD, STEVEN	ROINESTAD, STEVEN	1	8	8	3/21/2024	RSA
220310	RUGGIERO, CIRO	RUGGIERO, CIRO	1	8	8	3/19/2024	RSA
220660	RURAK R & H		1	8	8	3/19/2024	RSA
223790	WILLIAMS, LINDA	WILLIAMS, LINDA	3	8	8	4/1/2024	RSA
226570	211 E 110 ST REALTY CORP	SAVONA, LUCY	1	8	8	3/25/2024	RSA
227040	SCARFOGLIERO, RALPH	SCARFOGLIERO, ANTHON	1	8	8	3/19/2024	RSA
231440	SWITUSZAK, BOHDAN	SWITUSZAK, BOHDAN	1	8	8	3/21/2024	RSA
239190	609 CHRISTOPHER REALTY CORP		1	8	8	3/21/2024	RSA
240410	KUFEL, WIESLAWA		1	8	8	3/25/2024	RSA
258680	KWADJO, WORDIE	KWADJO, WORDIE	1	8	8	3/21/2024	RSA
259310	SUKHU, DEO	SUKHU, DEO	1	8	8	3/21/2024	RSA
260450	VALLELONG, ANTHONY J	VALLELONG, ANTHONY J	1	8	8	3/19/2024	RSA
261010	VARGAS, CESAR	VARGAS, CESAR	1	8	8	3/19/2024	RSA
266060	WALLACE, WILLIAM R	WALLACE, WILLIAM R	1	8	8	3/19/2024	RSA
268500	ZHANG, PEI YU LUO	ZHANG, WEICONG	1	8	8	3/19/2024	RSA
274580	104 GREENPOINT LLC	WONG, CHUCK	1	8	8	3/19/2024	RSA
299810	OSSO, FRANCO	OSSO, FRANCO	1	8	8	3/25/2024	RSA
301540	RAMOS, PEDRO	RAMOS/, PEDRO	1	8	8	3/21/2024	RSA
303510	SALERNO, VITO	SALERNO, VITO	1	8	8	3/21/2024	RSA
318870	PISANO, JOSEPH	PISANO, JOSEPH	1	8	8	3/25/2024	RSA
323890	DICHIARA, GLORIA	DICHIARA, GLORIA	1	8	8	3/18/2024	RSA
339090	TULIMIERI, CHRISTOPHER	TULIMIERI, CHRISTOPHER	1	8	8	3/25/2024	RSA
344830	PAWLIK, MIA	PAWLIK, MIA	1	8	8	3/22/2024	MiaPawlik
365160	MAISLER, KEN	MAISLER, KEN	1	8	8	3/21/2024	RSA
373130	DUBITSKY, RICHARD	DUBITSKY, RICHARD	1	8	8	3/19/2024	RSA
388770	KING JOHN TENANTS INC	DOMNITCH, LAWRENCE	1	8	8	3/19/2024	RSA
395320	SILVERSTEIN, PHILIP	SILVERSTEIN, PHILIP	1	8	8	4/1/2024	RSA
395770	ORTIZ, ANTONIA	ORTIZ, ANTONIA	1	8	8	3/18/2024	RSA
441870	WEST 233RD REALTY LLC		1	8	8	3/18/2024	RSA
456360	BONHEUR, GEORGE	BONHEUR, GEORGE	1	8	8	3/21/2024	RSA
506230	SENKO JR, JOHN	SENKO JR, JOHN	1	8	8	3/22/2024	John Senko Jr
526080	BARCIK, EDWARD	BARCIK, EDWARD	1	8	8	3/25/2024	RSA
601180	GARGUILO, KENNETH	GARGUILO, KENNETH	1	8	8	3/25/2024	RSA
620900	HINTON, ALLENE	HINTON, ARLENE	1	8	8	3/18/2024	RSA
622640	476 12TH ST PARK SLPE PROPERTY L	BERMAN, JILL	1	8	8	3/21/2024	RSA
643520	BROCAD, JOHN	BROCAD, JOHN	1	8	8	3/25/2024	RSA
686970	446 15TH ST OWNERS CORP	ALLEN, PETER	1	8	8	3/25/2024	RSA
702150	THREE SEVENS LLC	SETTEPANI, BIAGIO	1	8	8	4/1/2024	RSA
762950	WANG, WINSTON	WANG, WINSTON	1	8	8	3/18/2024	RSA
832310	MOKOS, EFROSINI	MOKOS, EFROSINI	1	8	8	3/15/2024	RSA
846310	CAROLL, FRANCES	CAROLL, FRANCES	1	8	8	3/21/2024	RSA
917470	28TH AVENUE MGMT LLC	SANTIS, JIMMY	1	8	8	3/19/2024	RSA
949930	BEST, JUDITH	BEST, JUDITH	1	8	5	4/1/2024	RSA
980180	KORCHAK, RICHARD	KORCHAK, RICHARD	1	8	8	3/21/2024	RSA
988350	LEANZA, THOMAS	LEANZA, THOMAS	1	8	8	3/15/2024	RSA
013560	ZALMAN, BENJAMIN	ZALMAN, BENJAMIN	1	9	9	3/21/2024	RSA
040690	REILLY, PATRICK	REILLY, PATRICK	1	9	9	3/18/2024	RSA
065990	CARIOMAN LLC		1	9	9	3/28/2024	Hortensia Dominguez
071970	FURNARI, ANTHONY	FURNARI, ANTHONY	1	9	9	3/21/2024	RSA
081000	MATTIOLI, GAETANO	MATTIOLI, GAETANO	1	9	9	3/21/2024	RSA
093210	ROSENBLUM, HARVEY	ROSENBLUM, HARVEY	1	9	9	3/18/2024	RSA
158290	30 WEST 76TH STREET REALTY LLC	MAGERS, LOUISE	1	9	9	4/1/2024	RSA
173330	HAUSER REALTY LLC	Hochhauser, Jonathan	1	9	9	3/14/2024	Jonathan Hochhauser
241770	237 STREET REALTY CORP.		1	9	9	3/18/2024	RSA
242140	322 W 89 ST LLC		1	9	9	3/20/2024	John Hart
242690	ZIHUATANEJO REALTY CORP	GUCKER III, HENRY J	1	9	9	3/18/2024	RSA
246980	SUAREZ, JOSEPH	SUAREZ, JOSEPH	1	9	9	3/25/2024	RSA
276090	NAVE, GARY	NAVE, GARY	1	9	9	3/21/2024	RSA
278220	UNION SOUTH LLC		1	9	9	4/1/2024	RSA
302930	CIDA 814 LLC	CIFUENTES, JOHN dE J	1	9	9	3/27/2024	RSA
322420	SILVERS, SAM	SILVERS, SAM	1	9	9	3/19/2024	RSA
349620	MANNINO REALTY GROUP LLC	MANNINO,	1	9	9	3/21/2024	RSA
357270	VARKARIS, STEVE	VARKARIS, STEVE	2	9	9	3/18/2024	RSA
357870	CHIARELLO, FRANK T.	CHIARELLO, FRANK T.	1	9	9	3/19/2024	RSA

366890	BIANCO, GEORGE	BIANCO, GEORGE	1	9	9	4/1/2024	RSA
380540	BRUEGGER, HEIDE	BRUEGGER, HUBERT	1	9	9	3/19/2024	RSA
533020	ISSMAN, TED	ISSMAN, TED	1	9	9	3/21/2024	RSA
538570	CLARKE, VERA	CLARKE, VERA	1	9	9	3/21/2024	RSA
653340	CAPORASO, PETER	CAPORASO, PETER	1	9	9	3/21/2024	RSA
657300	GOLDEN PALACE TRADING CO INC		1	9	9	4/1/2024	David Wong
658960	BELL MGT CO	FAVIS, IDA	1	9	9	3/19/2024	RSA
664550	KASSELL, BURTON R	KASSELL, BURTON R	1	9	9	3/19/2024	RSA
696910	WARNER, EZEKIIEL	WARNER, EZEKIIEL	1	9	9	3/18/2024	RSA
821860	O'SHEA, JOHN & LAURA	O'SHEA, JOHN & LAURA	1	9	9	3/19/2024	RSA
854720	DONOFRIO, LORRAINE	DONOFRIO, LORRAINE	1	9	9	3/19/2024	RSA
858470	HARPER, CATHERINE	HARPER, CATHERINE	1	9	9	3/21/2024	RSA
865880	KAMENOFF, NICK I	KAMENOFF, NICK I	1	9	9	3/18/2024	RSA
002480	MARINARO, DOMENICK	MARINARO, DOMENICK	1	10	10	3/15/2024	RSA
002760	BRIANTE, CLAUDIO	BRIANTE, CLAUDIO	1	10	10	3/19/2024	RSA
039100	ASPIOTIS, JEAN	ASPIOTIS, JEAN	1	10	10	3/25/2024	RSA
045010	MONTEBELLO REAL PROPERTY	CHIARAMONTE, ANGELA	1	10	10	3/21/2024	RSA
076640	E & J ROYAL LLC		1	10	10	3/21/2024	RSA
080800	FERNANDEZ, JUAN F	FERNANDEZ, JUAN F	1	10	10	3/19/2024	RSA
108650	F & J HANSEN		2	10	10	3/25/2024	RSA
121130	HERRICK, PETER	HERRICK, NORMA	1	10	10	3/19/2024	RSA
132520	URTIAGA, DAVID	URTIAGA, DAVID	1	10	10	3/19/2024	RSA
158310	MAGGIO JR, JOSEPH P	MAGGIO JR, JOSEPH P	1	10	10	3/19/2024	RSA
161460	MANTOULIDIS, ELENI	MANTOULIDIS, ELENI	1	10	10	4/5/2024	RSA
231940	JENKINS, RICHARD/SANDRA		1	10	10	4/1/2024	RSA
245300	STERN, NEILAN	STERN, NEILAN	1	10	10	3/25/2024	RSA
245550	STEWART, ELAINE	STEWART, ELAINE	1	10	10	3/21/2024	RSA
268190	SALVAN, SHERWOOD	SALVAN, SHERWOOD	1	10	10	3/18/2024	RSA
279970	351 W 47TH ST LLC		1	10	10	3/27/2024	Van D Fox
287990	CARRILLO, ANNA MARIE		1	10	10	3/21/2024	RSA
308300	KG TIRYAKI FAMILY LLC		1	10	10	3/19/2024	RSA
325330	BURACK, JEFFREY	BURACK, JEFFREY	1	10	10	3/28/2024	Jeffrey Burack
330310	344 WEST SIDE PROPERTIES LLC		1	10	10	4/1/2024	RSA
336900	INC, QPM	SPALLONE, KRISTAL	1	10	10	3/21/2024	RSA
536240	Y M M REALTY		1	10	10	3/21/2024	RSA
642620	VITKEVICH, BLANCHE	VITKEVICH, BLANCHE	1	10	10	3/25/2024	RSA
010160	FAUCI, PAUL	FAUCI, PAUL	2	11	11	3/21/2024	RSA
028400	BOSCO, NICHOLAS	BOSCO, NICHOLAS	1	11	11	3/19/2024	RSA
050850	SAG REALTY INC		1	11	11	3/18/2024	RSA
136310	LANUZA, ARTURO	LANUZA, ARTURO	2	11	11	4/1/2024	RSA
173440	32-66 35TH STREET LLC	MILOVICH, PETER J	1	11	11	4/1/2024	RSA
174810	MOEHRING, SERENA	MOEHRING, FRED J	2	11	11	3/19/2024	RSA
183340	BRITE REALTY, LLC	Hochhauser, Jonathan	1	11	11	3/14/2024	Jonathan Hochhauser
226080	SASIELA, JOSEPH F	SASIELA, JOSEPH F	1	11	11	3/19/2024	RSA
264600	ROSS, CHARLES	ROSS, CHARLES	1	11	11	3/21/2024	RSA
277460	ZAKOVIC, JOHN	ZAKOVIC, JOHN	1	11	11	3/25/2024	RSA
278730	ZIELYK, LUBOMYR	ZIELYK, LUBOMYR	1	11	11	3/19/2024	RSA
352400	ZOITTED REALTY CORP		1	11	11	3/18/2024	RSA
389070	DELFINO LLC, MARIANNA	DELFINO, MARIANNA	2	11	11	3/21/2024	RSA
390680	BRI MANAGEMENT LLC		1	11	11	3/19/2024	RSA
527760	ZAKOVIC, JOHN	ZAKOVIC, JOHN	1	11	11	3/25/2024	RSA
652060	KAMUF, W RUDY	KAMUF, W RUDY	2	11	11	3/19/2024	RSA
695030	ARKIN MGT CORP		1	11	11	3/26/2024	Jed Arkin
696920	SHELZ ASSOCIATES, LLC		1	11	11	3/25/2024	RSA
842540	MASOTTO, THOMAS	MASOTTO, THOMAS	1	11	11	4/5/2024	RSA
936850	BILDIRICI, JOSEPH	BILDIRICI, JOSEPH	1	11	11	4/1/2024	RSA
008770	GOBERDHAN, SHANTEE	GOBERDHAN, SHANTEE	2	12	12	3/25/2024	RSA
008880	ANTICO JR, PHILIP	ANTICO JR, PHILIP	2	12	12	3/19/2024	RSA
014170	D'AGOSTINO, MARIA	D'AGOSTINO, MARIA	2	12	12	3/21/2024	RSA
016790	APOSTOLOPOULOS, SHARON	APOSTOLOPOULOS, SHAI	1	12	12	4/1/2024	RSA
047070	SABIN, LOUIS	SABIN, KEITH	1	12	12	3/19/2024	RSA
059340	FIUMEFREDDO, FRED	FIUMEFREDDO, FRED	1	12	12	3/19/2024	RSA
060600	ELAINE GOOD LLC		1	12	12	3/25/2024	RSA
063970	MARKUS, CHAYA	YANKEL, MARKUS	1	12	12	3/25/2024	RSA
065620	BENNETT, GARY J	BENNETT, GARY J	2	12	12	3/25/2024	RSA
094420	CIVETTA, NICOLA	CIVETTA, NICOLA	1	12	12	3/18/2024	RSA
099430	GONZALEZ, LOUIS R	GONZALEZ, LOUIS R	1	12	12	4/1/2024	RSA
102620	KANEDA, SHOKI	KANEDA, SHOKI	1	12	12	3/25/2024	RSA
118770	GREENBAUM, DAVID	GREENBAUM, DAVID	2	12	12	3/21/2024	RSA
121620	MARKOVICH, IVAN	MARKOVICH, IVAN	2	12	12	3/25/2024	RSA
137260	47-16 41ST STREET LLC		1	12	12	3/19/2024	RSA
138900	DONECEA, JOHN	DONECEA, JOHN	2	12	12	3/27/2024	RSA
155910	SANELLI, ESTER	SANELLI, ESTER	2	12	12	3/18/2024	RSA
160350	SANICOLA PROPERTY MGT LLC		2	12	12	3/18/2024	RSA
174830	FABIAN ENTERPRISES LLC		1	12	12	3/25/2024	RSA
179780	MUSTAC, TOMISLAV	MUSTAC, TOMISLAV	2	12	12	4/2/2024	Tomislav Mustac
195240	KYLOS REALTY CORP		2	12	12	4/1/2024	RSA
196340	MACARENO, CANDIDO	MACARENO, CANDIDO	2	12	12	3/19/2024	RSA
198210	PETSCHAUER, HELGA	PETSCHAUER, HELGA	2	12	12	3/21/2024	RSA
230390	SCOUFARAS, G	SCOUFARAS, G	1	12	12	3/25/2024	RSA
241070	1675 COLDEN AVE REALTY CORP		1	12	12	3/25/2024	RSA
244810	THE STERLING GROUP LLC		1	12	12	3/19/2024	RSA
251180	GARLINSKI, KAZ	GARLINSKI, KAZ	1	12	12	3/22/2024	Kaz Garlinski
261070	LEUNG, VICTOR	LEUNG, VICTOR	1	12	12	3/25/2024	RSA
272220	JAKUBOWSKI, WOLF		2	12	12	3/25/2024	RSA
273360	KACZMARZYK, ROMAN	KACZMARZYK, ROMAN	2	12	12	3/19/2024	RSA
278920	NGET, RICHARD	NGET, RICHARD	1	12	12	3/25/2024	RSA
298580	BREA, HAYDEE	BREA, HAYDEE	1	12	12	3/25/2024	RSA
299550	PAPPAS, JIM	PAPPAS, JIM	2	12	12	3/19/2024	RSA
314400	LOPEZ, IVAN	LOPEZ, IVAN	2	12	12	3/21/2024	RSA
348650	ZELEKOWITZ, SCOTT	ZELEKOWITZ, SCOTT	1	12	12	3/19/2024	RSA
383590	LUV HOMES REALTY	RODRIGUEZ, BOB	2	12	12	3/25/2024	RSA
384780	ANDREADIS, GEORGE	ANDREADIS, GEORGE	2	12	12	3/18/2024	RSA
402020	GONZALEZ, ORESTES	GONZALEZ, ORESTES	1	12	12	3/21/2024	RSA
623510	ANIRAM REALTY CORP		1	12	12	3/10/2024	Marcus Itzkowitch
628550	REYES, VICTOR	REYES, VICTOR	1	12	8	3/21/2024	RSA
633210	NGUYEN, TON	NGUYEN, TON	2	12	12	3/21/2024	RSA
634320	SILVERS, SAM	SILVERS, SAM	1	12	12	3/19/2024	RSA
635150	ADELPHI RENTING CORP	SCHRAETER,	1	12	12	3/21/2024	RSA

659400	PHILIPS, P J	PHILIPS, P J	2	12	12	3/18/2024	RSA
660660	295 DEVELOPMENT CORP		1	12	12	3/25/2024	RSA
683770	FALCO BIANCO REAL PROPERTY LLC	LIGURGO, ANTOINETTE	1	12	12	3/19/2024	RSA
684990	LOMBARDI, SALVATORE	LOMBARDI, SALVATORE	2	12	12	3/19/2024	RSA
713010	BETANCOURT, JOSE	BETANCOURT, JOSE	1	12	12	3/19/2024	RSA
842610	DINEEN, MARYANN	DINEEN, MARYANN	2	12	12	3/26/2024	MARYANN DINEEN
844780	465 W 125 ST REALTY CORP		1	12	12	3/19/2024	RSA
880140	MARTIRE, PIETRO	MARTIRE, PIETRO	2	12	12	3/21/2024	RSA
894200	240 COURT STREET REALTY LLC	ROMEO, VIVIAN	1	12	12	4/8/2024	RSA
053460	V K REALTY LLC		1	13	13	4/1/2024	RSA
056430	149 MGT CO		1	13	13	3/19/2024	RSA
088040	ZIMNICK, DAVID	ZIMNICK, DAVID	1	13	13	3/21/2024	RSA
124720	JAROSCH, RICHARD	JAROSCH, RICHARD	2	13	13	3/18/2024	RSA
191580	SANDBERG, DOV	SANDBERG, DOV	1	13	13	3/21/2024	RSA
298920	C & T 328 REALTY LLC	WONG, C/O JOSEPH	1	13	13	3/18/2024	RSA
359090	MORGAN BUILDERS INC	BRUNO, ROSE MARIE	2	13	13	3/21/2024	Shepard Morgan
383660	115 MOTT ST REALTY CORP	JEW, SETO T	1	13	13	3/19/2024	RSA
645760	SPENCE, BARBARA BROWN	SPENCE, BARBARA BROW	1	13	13	3/25/2024	RSA
694300	816 56TH STREET CORP		1	13	13	3/18/2024	RSA
703420	TRIA CORP		1	13	13	3/18/2024	RSA
021710	FRIBERG REALTY LLC	BELSKY, DAVID	1	14	14	3/25/2024	RSA
067020	TRIDENTE, IRENE	TRIDENTE, IRENE	2	14	14	4/1/2024	RSA
074290	PARKER ENG LLC		1	14	14	3/21/2024	RSA
120330	DAMBRUOSO, ANNA		1	14	14	3/27/2024	RSA
156500	LUTFEY, DAVID		1	14	14	4/5/2024	RSA
166180	FUCHS, ANTOINETTE	MICALLEF, ANTOINETTE	1	14	14	3/18/2024	RSA
225580	WECK, BRIAN J	WECK, BRIAN J	2	14	14	4/1/2024	RSA
225780	SARCHESE, RODOLFO	SARCHESE, RODOLFO	2	14	14	3/19/2024	RSA
245030	HALVATZIS, PAUL	HALVATZIS, PAUL	3	14	14	3/18/2024	RSA
250790	TECHEIRA, LOLE	TECHEIRA, LOLE	1	14	14	3/21/2024	RSA
340700	SALCEDO, LUIS	SALCEDO, LUIS	2	14	14	3/25/2024	RSA
343770	B & S VENTURES LLC		1	14	14	3/18/2024	RSA
372220	SIXTO, SIASOCO	SIXTO, SIASOCO	1	14	14	3/25/2024	RSA
497860	ACQUISTA, PAOLA	ACQUISTA, PAOLA	1	14	14	3/21/2024	RSA
509670	SURIN LAND & BUILDING LLC		1	14	14	3/18/2024	RSA
651260	FICALORA, GINA	FICALORA, GINA	1	14	14	4/1/2024	RSA
842970	JUNCTION REALTY LLC	MOGHADDAM, KHOSROW	2	14	14	3/21/2024	RSA
855370	AMA REALTY LLC	ACKERMAN, ABE	1	14	14	3/19/2024	Abe Ackerman
103260	ARMENT, LINDA	ARMENT, LINDA		14	14	4/2/2024	Vote at member meeting
009260	APOLLO OPERATING CORP	MARTNOLICH, RENA	1	15	15	3/21/2024	RSA
025150	C P MGT & CONSTRUCTION		2	15	15	3/19/2024	RSA
033700	RACCASI, PETER	RACCASI, PETER	1	15	15	3/19/2024	RSA
080650	FERNANDEZ, JOHN	FERNANDEZ, JOHN	1	15	15	3/21/2024	RSA
129890	KAIDEN, LAWRENCE S	KAIDEN, LAWRENCE S	2	15	15	3/20/2024	Lawrence Kaiden
148460	KAUFMAN, JONATHAN J.	KAUFMAN, JONATHAN J.	1	15	15	3/21/2024	RSA
201550	AVRAMIDIS, LAZAROS	AVRAMIDIS, LAZAROS	2	15	15	3/15/2024	Lazaros Avramidis
306040	EASTSIDE MANAGERS ASSOC., INC.	PURCELL, JAMES	1	15	15	3/21/2024	RSA
377290	SOROBAY, ROMAN	SOROBAY, ROMAN	1	15	15	3/25/2024	RSA
518090	GELIN, MARYSE	GELIN, MARYSE	1	15	15	3/25/2024	RSA
594610	BALLROOMBARKS / BARGO PROPERTIES		1	15	15	3/19/2024	RSA
600490	MUSTAFIC, SAIME		1	15	15	3/21/2024	RSA
621310	WONG, WENDY	WONG, WENDY	1	15	15	3/27/2024	RSA
026650	FRIENDSHIP REALTY LLC	CHAN, CHARLES	1	16	16	3/25/2024	RSA
031730	T & R PARK SLOPE REALTY CORP		1	16	16	3/19/2024	RSA
031980	TULSIE, HULASIE		1	16	16	4/1/2024	RSA
034940	L.M. SUTTON MANAGEMENT CO		1	16	16	3/25/2024	RSA
095630	GILHEANEY, ELIZABETH	GILHEANEY, ELIZABETH	1	16	16	3/27/2024	RSA
096260	GLSH, LLC	GITLI, Randy	1	16	16	3/21/2024	RSA
100680	NARDULLI, VITO	NARDULLI, VITO	1	16	16	3/21/2024	RSA
113940	UNITY ENVIRONMENTAL CORP	MELE, JOHN D	1	16	16	3/18/2024	RSA
114400	426 HUDSON STREET INC		2	16	16	3/29/2024	r26 Hudson Street Inc
125510	STOCKLEY, RICHARD	STOCKLEY, RICHARD	1	16	16	3/19/2024	RSA
128030	WYDRA, EDWARD	WYDRA, EDWARD	1	16	16	3/21/2024	RSA
148890	ROSENSHEIN, ARNOLD	LEPELSTAT, A	2	16	16	3/19/2024	RSA
172040	HACKETT, MARLENE	MIFSUD, JUSTINE	1	16	16	3/18/2024	RSA
184840	2462 VALENTINE AVE REALTY CORP		1	16	16	3/18/2024	RSA
189350	OSSO, FRANCO	OSSO, FRANCO	1	16	16	3/25/2024	RSA
193000	CHARLES PARIS, ESTATE OF	PARIS, ESTATE OF CHARL	2	16	16	3/25/2024	RSA
198590	408 ASSOCIATES LLC		1	16	16	3/18/2024	RSA
257290	DIAMANTAKIS, STAVROS	DIAMANTAKIS, STAVROS	1	16	16	3/21/2024	RSA
273910	GART PROPERTY MANAGEMENT LLC		4	16	16	3/19/2024	RSA
277710	4171 DENMAN ST REALTY		1	16	16	3/20/2024	Abe Alayof
312810	KOHANIM, MEHRAN	KOHANIM, MEHRAN	1	16	16	3/19/2024	RSA
351630	ZAKOVIC, JOHN	ZAKOVIC, JOHN	1	16	16	3/25/2024	RSA
364630	AHMED, MARIAM	AHMED, MARIAM	1	16	16	3/19/2024	RSA
381490	C.E. GARDEN APTS LLC		1	16	16	4/1/2024	RSA
381530	OCEAN 18 LLC		1	16	16	4/1/2024	RSA
384200	SAASTO, ERNEST	SAASTO, ERNEST	1	16	16	3/19/2024	RSA
384570	GIBBONS, EDERLE	WILSON-GIBBONS, EDERL	1	16	16	3/27/2024	Ederle Gibbons
390140	HARBETH LLC		1	16	16	3/27/2024	Bethanne B. Goodwin
514510	944 ALDUS ST CORP	ISAAC, EDWARD	1	16	16	3/18/2024	RSA
518980	SUKHRAM, MUNESHWAR	SUKHRAM, MUNESHWAR	1	16	16	3/21/2024	RSA
527090	KERINS, AUSTIN	KERINS, AUSTIN	1	16	16	3/21/2024	RSA
531010	GUTHERZ, SOPHIA	GUTHERZ, SOPHIA	2	16	16	3/21/2024	RSA
600660	FIGUEROA, ABNER	FIGUEROA, ABNER	1	16	16	4/2/2024	RSA
601670	KIZNER, JOSEPH	KIZNER, JOSEPH	1	16	16	3/19/2024	RSA
629210	CEFAI REALTY LLC	CEFAI, CARMEL	1	16	16	3/25/2024	RSA
630460	NAGY, ISTVAN	NAGY, ISTVAN	1	16	16	3/21/2024	RSA
659820	CALPIC REALTY INC.	PICCOLINO, MARY	1	16	16	3/19/2024	RSA
685130	443-445 STATE ST REALTY CO		1	16	16	3/25/2024	RSA
709680	BRZOZOWSKI, DARIUSZ	BRZOZOWSKI, DARIUSZ	2	16	16	3/19/2024	RSA
867160	46 DELANCEY CORP		1	16	16	3/19/2024	RSA
868400	KALTER, DANIEL	KALTER, GARY	1	16	16	3/21/2024	RSA
870880	MICHAELIS ESTATES INC		1	16	16	3/21/2024	RSA
041030	WIECZOREK, ANNA	WIECZOREK, ANNA	1	17	17	3/25/2024	RSA
051070	CHIU, MO LEE	CHIU, MO LEE	1	17	17	3/25/2024	RSA
112040	HEN YAM LEE CORP		1	17	17	3/25/2024	RSA
119110	643 CONCORD ASSOCIATION INC		1	17	17	4/1/2024	RSA
242280	SPRAGUE, JOHN	SPRAGUE, JOHN	1	17	17	3/18/2024	RSA

306610	MAZEL-TOV MOVING & STORAGE INC		1	17	17	4/1/2024	RSA
311150	HADDOCK, THOMAS BIRCHARD/SALL	HADDOCK, THOMAS BIRC	1	17	17	4/8/2024	RSA
319310	MARDJOKIC, NIKOLA	MARDJOKIC, NIKOLA	1	17	17	3/21/2024	RSA
352270	O'SHEA, JOHN	O'SHEA, JOHN	1	17	17	4/1/2024	RSA
379960	1620 ASSA LLC	MAJISTRO, STEVEN	1	17	17	3/19/2024	RSA
464890	OMEGA REALTY GROUP		3	17	17	3/19/2024	RSA
468370	262 HOLDINGS LLC		1	17	17	3/18/2024	RSA
659720	AREZO REALTY		1	17	17	3/21/2024	RSA
898000	39-12 62ND STREET LLC		1	17	17	3/15/2024	Ylber Zharku
040830	CASELLA, STEPHEN D	CASELLA, STEPHEN D	1	18	18	3/23/2024	Stephen Casella
071070	BANDYOPADAYAY, KAMAL K	BANDYOPADAYAY, KAMAL	3	18	18	3/21/2024	RSA
088410	FUCICH, JACK	FUCICH, JACK	2	18	18	3/27/2024	RSA
134360	KIMBALL, FREDERICK J.	KIMBALL, FREDERICK	2	18	18	3/26/2024	Frederick J Kimball
167120	GOLDEN REALTY II	HAROUNIAN, MICHAEL	1	18	18	3/21/2024	RSA
238610	TORNELLO, ROBERT	TORNELLO, ROBERT	2	18	18	3/25/2024	RSA
247350	JACOBS, HASKEL	JACOBS, HASKEL	1	18	18	3/21/2024	RSA
260110	CALDERON, JUAN	CALDERON, JUAN	1	18	18	4/4/2024	RSA
262670	HU, TED	HU, TED	1	18	18	3/19/2024	RSA
264000	VITA, ANGELO	VITA, ANGELO	2	18	18	3/25/2024	RSA
265610	SHIU, MARY	SHIU, MARY	1	18	18	3/21/2024	RSA
271440	3V REALTY LLC		2	18	18	3/18/2024	RSA
279620	BERMEO, ALEXANDRA ZOTOS	BERMEO, ALEXANDRA ZO	1	18	18	4/1/2024	RSA
297150	700 SECOND AVE., LLC		1	18	18	3/22/2024	RSA
313260	CALDER REALTY LLC		3	18	18	3/18/2024	RSA
351770	COMET REALTY WOODWARD CORP		3	18	18	3/21/2024	RSA
394070	SAUNDERS, CHERYL	SAUNDERS, CHERYL	3	18	18	3/20/2024	Cheryl Saunders
665120	LEPOW, HOWARD G	LEPOW, HOWARD G	1	18	18	3/25/2024	RSA
783120	KASAPIS, CHRYS	KASAPIS, CHRYS	1	18	18	3/18/2024	RSA
805970	ZACHARIAS, ANTHONY	ZACHARIAS, ANTHONY	1	18	18	3/14/2024	Anthony Zacharias
844490	FRESH POND REALTY CORP		1	18	18	3/14/2024	Christian Kapp
875840	CITYPROP MGT CORP		8	18	18	3/18/2024	RSA
122920	KONSTANTATOS, JAMES	KONSTANTATOS, JAMES	2	19	19	3/18/2024	RSA
349190	MUCCINI, JOHN	MUCCINI, JOHN	1	19	19	3/27/2024	RSA
530830	PITTAS, KIM	PITTAS, KIM	1	19	19	3/18/2024	RSA
876960	HILDES 95TH LLC		1	19	19	3/19/2024	RSA
882740	CARLTON, ALLAN		1	19	19	3/25/2024	RSA
958510	KAMALI, SANDY	KAMALI, SANDY	1	19	19	3/18/2024	RSA
004800	K & A REALTY LLC		1	20	20	3/25/2024	RSA
013450	NINTANA REALTY INC		1	20	20	3/25/2024	RSA
030400	RASACK, ABDUL	RASACK, ABDUL	1	20	20	3/25/2024	RSA
032900	MALARA, KATHLEEN	MALARA, KATHLEEN	1	20	20	3/25/2024	RSA
036410	SESSA MANAGEMENT	CERONE, ROSE	1	20	20	3/20/2024	Rose Cercone
059470	NAR APARTMENTS LLC	RABUNSKI, ALAN E	1	20	20	3/21/2024	RSA
068010	DRIS, MICHAEL	DRIS, MICHAEL	1	20	20	3/21/2024	RSA
126260	LACRETAN PROPERTIES INC	VOLMAR,	1	20	20	4/1/2024	RSA
149680	SHUKLA, HARI	SHUKLA, HARI	1	20	20	3/18/2024	RSA
162740	MARINAS, NANCY	MARINAS, NANCY	2	20	20	3/25/2024	RSA
166080	WING YIP REALTY CORP		1	20	20	3/19/2024	WING YIP
168490	CUNNINGHAM, CHARLOTTE	CUNNINGHAM, CHARLOTT	1	20	20	3/25/2024	RSA
186200	OSSO, NICHOLAS	OSSO, NICHOLAS	1	20	20	4/1/2024	RSA
190460	PACI, JOHN P	PACI, JOHN P	1	20	20	4/1/2024	RSA
204070	KAKIVELIS, JIM	KAKIVELIS, JIM	1	20	20	3/19/2024	RSA
208530	RAYMOND, CHRISTINE	RAYMOND, AMELIA	1	20	20	3/25/2024	RSA
230900	FINOCCHIO, JOHN	FINOCCHIO, JOHN	1	20	20	3/19/2024	RSA
246520	S J 48TH STREET MANAGEMENT		1	20	20	3/18/2024	RSA
249370	INGRASSIA, LAURA	INGRASSIA, LAURA	2	20	20	3/28/2024	1618 Real Estate LLC
271910	337 EAST 33 LLC	PORGES, MICHAEL	1	20	20	3/27/2024	RSA
277890	ZARCADI PROP INC	VASILAKOS, C	1	20	20	4/1/2024	RSA
297220	GROSSMAN, M	GROSSMAN, M	1	20	20	3/18/2024	RSA
345340	ELENCO PROPERTY MANAGEMENT	BRACCHI, ELENA	3	20	20	3/21/2024	RSA
365180	WEISBERGER, ZEV	WEISBERGER, ZEV	1	20	20	4/1/2024	RSA
383480	LIVANOS, TED	KILIS, STEFANOS	1	20	20	3/21/2024	RSA
386930	DIGREGORIO, VINCENT	DIGREGORIO, VINCENT	2	20	20	3/18/2024	RSA
399760	GGG REALTY CORP		1	20	20	3/19/2024	RSA
519110	1683 OWNERS LLC		1	20	20	3/25/2024	RSA
540910	GRANCARIC, DINKO	GRANCARIC, DINKO	1	20	20	3/19/2024	RSA
566470	STATHOPOULOS, JAMES	STATHOPOULOS, JAMES	1	20	20	3/25/2024	RSA
607870	KUFEL, WIESLAWA	KUFEL, WIESLAWA	2	20	20	3/25/2024	RSA
614120	BALKAN REALTY ASSOC		1	20	20	3/25/2024	RSA
616460	LAI, DUNNIE	LAI, DUNNIE	2	20	20	3/19/2024	RSA
648720	GALLO, ADELE	GALLO, ADELE	1	20	20	3/21/2024	RSA
694840	EAST VILLAGE RLTY CO		1	20	20	3/18/2024	RSA
703500	BIRGE, JON	BIRGE, JON	3	20	20	3/25/2024	RSA
705040	ALONZO, NATALIE B		1	20	20	4/1/2024	RSA
806710	DITMARS MGT		1	20	20	3/18/2024	RSA
885090	YANKEE MGT CO		1	20	20	4/1/2024	Michael E. Troisi
957160	DELAFRAZ, ERIC	DELAFRAZ, ERIC	2	20	20	3/20/2024	Eric Delafraz
614900	GUT-MONTES, THERESA	GUT-MONTES, THERESA		20	20	4/2/2024	Vote at member meeting
090230	GALLEGO, VICTOR	GALLEGO, VICTOR	2	21	21	3/21/2024	RSA
114730	HIP WAH HING REALTY CORP		1	21	21	3/25/2024	RSA
117870	HRONIS ASSOCIATES INC		1	21	21	3/20/2024	HRONIS ASSOCIATES INC
144880	LAU, GORDON	LAU, YUKGORDON	2	21	21	3/19/2024	RSA
157940	NGS REALTY CORP		1	21	21	3/25/2024	RSA
186630	YPSILANTIS, EFEFTHERIOS	YPSILANTIS, EFEFTHERIO	1	21	21	3/21/2024	RSA
217780	ROSENHOUSE, HOWARD	ROSENHOUSE, HOWARD	1	21	21	3/25/2024	RSA
223120	SALLE REALTY CORP		1	21	21	3/21/2024	RSA
314760	DESTIN, JAMES	DESTIN, JAMES	1	21	21	4/1/2024	RSA
004750	ANN GRACE CORP		1	22	22	3/27/2024	RSA
010120	TRIBUZIO, NICHOLAS	TRIBUZIO, NICHOLAS	3	22	22	3/18/2024	RSA
031810	JOSE LLOVES LLC		1	22	22	3/25/2024	RSA
184290	SIMEK, KAREL	SIMEK, KAREL	3	22	22	3/25/2024	RSA
213370	BAVARO, MARY	BAVARO, MARY	1	22	22	3/21/2024	RSA
241150	SPARROW REALTORS LLC	SPARIOSU, JOHN	2	22	22	3/18/2024	RSA
268960	FROM, AARON	FROM, AARON	2	22	22	3/21/2024	RSA
288910	SARATOVSKY, MICHAEL	SARATOVSKY, MICHAEL	1	22	22	3/14/2024	MICHAEL SARATOVSKY
303320	CANICATTI, FILIPPA	CANICATTI, FILIPPA	2	22	22	3/25/2024	RSA
375760	MARTIN, LILIANE	MARTIN, LILIANE	2	22	22	3/19/2024	RSA
515790	POKPOONPIPAT, VIRACHART	POKPOONPIPAT, VIRACH/	2	22	22	4/1/2024	RSA
641660	GRECH, RAYMOND	GRECH, RAYMOND	3	22	22	4/1/2024	RSA

800640	LEVENTHAL, ALICE	LEVENTHAL, ALICE	3	22	22	3/15/2024	RSA
807140	717 S S REALTY LLC		1	22	22	3/19/2024	RSA
022610	CONCAR LLC		1	23	23	4/1/2024	RSA
048930	COLANGELO, FRANK	COLANGELO, FRANK	2	23	23	3/21/2024	RSA
049060	1428 EAST 5TH STREET LLC	COLELLA, ANTHONY	1	23	23	3/18/2024	RSA
130550	TREK REALTY LLC		2	23	23	3/18/2024	RSA
240420	FICANO, STEPHEN	FICANO, STEPHEN	1	23	23	3/18/2024	RSA
386140	DELICATO MGMT INC	Di IORIO, JOSEPH	2	23	23	4/1/2024	RSA
506960	KLUG, HARRY	KLUG, HARRY	3	23	23	3/25/2024	RSA
692090	BENJAMIN, JOSEPH	BENJAMIN, Joseph	1	23	23	3/21/2024	RSA
701600	TARPINIAN, ARSHAG	TARPINIAN, ARSHAG	4	23	23	3/21/2024	RSA
807810	HICKORY ASSOCIATES LLC	HAROUNIAN, MICHAEL	2	23	23	3/21/2024	RSA
010550	TOMROSS QUENTIN REALTY CORP		1	24	24	3/19/2024	RSA
060740	1835 REALTY CO		1	24	24	4/1/2024	RSA
084940	MCDERMOTT, FRANK	MCDERMOTT, FRANK	1	24	24	3/27/2024	RSA
090080	37-32 104TH STREET REALTY CORP	CORDERO, ANGELA	1	24	24	3/18/2024	RSA
136480	TROC, JOANNA	TROC, JOANNA	1	24	24	3/25/2024	RSA
167720	GOVERN, J MC	GOVERN, J MC	3	24	24	3/19/2024	RSA
181430	TROC, WIESLAW	TROC, WIESLAW	1	24	24	3/18/2024	RSA
198110	9037 REALTY		1	24	24	3/21/2024	RSA
198160	JBC ASSOCIATES		1	24	24	3/21/2024	RSA
225620	SUNRISE LLC		1	24	24	3/14/2024	RSA
243210	ODELL, LEE	ODELL, LEE	1	24	24	3/14/2024	RSA
254750	TONG FAT REALTY CORP		1	24	24	3/18/2024	RSA
347170	S & P BROS REALTY LTD	PETER, HAVIARAS	1	24	24	3/25/2024	RSA
518350	GRAND REALTY CO		3	24	24	3/20/2024	George Newshan
626910	ACQUISTA, SALVATORE	ACQUISTA, SALVATORE	1	24	24	4/1/2024	RSA
651390	KUCHARSKI, ZBIGNIEW	KUCHARSKI, ZBIGNIEW	1	24	24	3/27/2024	RSA
080070	TSEVDOS, STEVEN	ISEVDOS, STEVEN	3	25	25	3/25/2024	RSA
080480	SCAPPATICCI, DONNA	SCAPPATICCI, DONNA	1	25	25	3/13/2024	Donna Scappaticci
144870	LAU Y N REALTY CORP		1	25	25	3/19/2024	RSA
241840	30-70 32 STREET REALTY		1	25	25	3/25/2024	RSA
297870	COSTELLO, PETER	COSTELLO, PETER	1	25	25	3/21/2024	RSA
340920	444 W 49ST PROPERTIES LLC		1	25	25	4/1/2024	RSA
381390	WEST 110TH REALTY LLC	ALEV, SIBEL	1	25	25	4/1/2024	RSA
622630	JACOBSON, DAVID	JACOBSON, DAVID	1	25	25	3/21/2024	RSA
703760	JEMA PROPERTIES		3	25	25	3/19/2024	RSA
930020	MONTEMURRO, TIA MARIA	MONTEMURRO, TIA MARI	1	25	25	3/25/2024	RSA
022470	COCOZZA, AUGUSTINE	COCOZZA, AUGUSTINE	1	26	26	3/19/2024	RSA
027840	ROSENBAUM, MURRAY	ROSENBAUM, MURRAY	1	26	26	3/25/2024	RSA
057320	JENNINGS, CORRINE L	JENNINGS, CORRINE L	1	26	26	3/25/2024	RSA
173700	YEE, ARTHUR	YEE, ARTHUR	1	26	26	3/19/2024	RSA
190120	ERSKINE, JEFF	ERSKINE, JEFF	2	26	26	3/21/2024	Jeff Erskine
199180	64 ST MARKS PL LLC	SOROBAY, ROMAN	1	26	26	3/25/2024	RSA
215690	PACHECO, FRANKLIN	PACHECO, FRANKLIN	3	26	26	3/19/2024	RSA
226310	WERDEN, PETER		1	26	26	3/19/2024	RSA
263150	VIGNA, JON	VIGNA, JON	1	26	26	3/21/2024	RSA
272600	CADORE, AUGUSTINE E	CADORE, AUGUSTINE E	1	26	26	3/21/2024	RSA
372000	ATTARA, PATRICIA	ATTARA, PATRICIA	1	26	26	3/15/2024	Patricia Attara
637840	GREENFIELD-SANDERS, TIMOTHY	GREENFIELD-SANDERS, T	3	26	26	3/25/2024	RSA
811220	1796 CORPORATION		1	26	26	3/18/2024	RSA
192510	G K PAPOUTSIS LLC		3	27	27	3/21/2024	RSA
226710	SAYEGH, EMILE	SAYEGH, EMILE	1	27	27	3/25/2024	RSA
350060	SCALISI, JOSEPH	SCALISI, JOSEPH	2	27	27	3/25/2024	RSA
007950	HENRY, GERALD	HENRY, GERALD	2	28	28	4/1/2024	RSA
052350	CORSO, JOSEPHINE	CORSO, JOSEPHINE	4	28	28	3/27/2024	RSA
074090	OCEAN VENTURE REALTY LLC		1	28	28	4/4/2024	RSA
090070	LESLIE 2 HOLDING CO LLC		2	28	28	3/21/2024	STEPHEN KAMZAN
151050	LIGURGO, FRANL	LIGURGO, FRANL	3	28	28	3/19/2024	RSA
153640	COZZA, DOMINICK-ELMER	COZZA, DOMINICK-ELMER	1	28	28	3/19/2024	RSA
199310	PIETANZA, JOSEPH	PIETANZA, JOSEPH	2	28	28	3/21/2024	RSA
210750	126 BAPAZ LLC	ISRAEL, DAVID	1	28	28	3/22/2024	RSA
265950	TUMMINGS, CHARLES	TUMMINGS, CHARLES	3	28	28	3/21/2024	RSA
351790	HAVIARAS, PETER	HAVIARAS, PETER	3	28	28	3/25/2024	RSA
516130	B H N V REALTY CORP	JACOB, COHEN	4	28	28	3/20/2024	Jacob Cohen
630180	WOS, KONRAD	WOS, KONRAD	3	28	28	3/21/2024	RSA
088720	M & D FURTSCH LLC		1	29	29	3/18/2024	RSA
112630	JITA REALTY		1	29	29	3/25/2024	RSA
220560	JOFFE, PAUL	JOFFE, PAUL	1	29	29	4/5/2024	RSA
309410	RAVIKOFF PROPERTY MANAGEMENT CO LLC		1	29	29	3/21/2024	RSA
508300	WILLETT REALTY CORP		2	29	29	3/25/2024	RSA
074120	BARCARELLA, G & G	JOHN, BACARELLA	2	30	30	3/19/2024	RSA
243530	LUSTAR REALTY CORP	STARK, ABRAHAM	1	30	30	3/27/2024	RSA
381540	DITMAS OP LLC		1	30	30	4/1/2024	RSA
651860	146 E 98 ST MANAGEMENT	SRSEN, STIPAN	1	30	30	3/25/2024	RSA
659270	LLS REALTY ASSOC LLC	Gaspar-Lepore, Gabriella	1	30	30	3/27/2024	RSA
714610	CARVELLAS, VIANNETTE	CARVELLAS, VIANNETTE	1	30	30	3/21/2024	RSA
024250	VANDERBILT PROPERTY MANAGEMENT LLC		4	31	31	3/25/2024	RSA
035220	FEIN PROP MGT CORP		1	31	31	3/19/2024	RSA
114810	HIRIS, WILLIAM	HIRIS, WILLIAM	2	31	31	4/1/2024	RSA
184280	938 AMSTERDAM CORP	VOGEL, RHEA	2	31	31	3/21/2024	RSA
207220	ADOMEE, LLC		2	31	31	4/1/2024	RSA
470290	KOLNDREU, ERVIN	KOLNDREU, ERVIN	3	31	31	3/19/2024	RSA
807400	U F V S MGT CO LLC		1	31	31	3/18/2024	RSA
014900	ITSKOVICH, RUVIN		1	32	32	3/18/2024	RSA
017520	MOSCONI, FRANK	MOSCONI, FRANK	1	32	32	4/2/2024	RSA
030360	AKIPEK, BILLUR	AKIPEK, BILLUR	2	32	32	3/20/2024	Billur Akipek
049810	AB JEWEL ASSOCIATES INC		2	32	32	3/25/2024	RSA
160100	DAMBRUOSO, ANNA	INGRAVALLO, A	1	32	32	3/27/2024	RSA
383070	EMINENT ASSOCIATES		1	32	32	3/18/2024	RSA
825220	LIEBER LEVENBROWN MANAGEMENT		1	32	32	3/22/2024	Esther Levenbrown
134230	RO-ROB REALTY CORP	Ovaduke, Diane	4	33	33	3/21/2024	RSA
024580	ZAMORA, WIESLAW S	ZAMORA, WIESLAW S	5	34	34	3/18/2024	RSA
090240	DONG, THOMAS	DONG, THOMAS	1	34	34	3/21/2024	RSA
094390	GERVASI, JULIA A	GERVASI, JULIA A	1	34	34	3/19/2024	RSA
276060	YAVALDAKIS, NICHOLAS	YAVALDAKIS, NICHOLAS	4	34	34	3/25/2024	RSA
059240	DAYON REALTY CORP		1	35	35	3/25/2024	RSA
180100	N & I REALTY CORP		1	35	35	3/25/2024	RSA
205450	QUINN, MATTHEW	QUINN, MATTHEW	1	35	35	3/19/2024	RSA

252690	CURIS, GEORGE	CURIS, GEORGE	2	35	35	3/19/2024	RSA
381420	EAST 14 REALTY LLC		2	35	35	4/1/2024	RSA
886050	M & V REALTY INC	RAPPA, VINCENZO	1	35	35	3/21/2024	RSA
007170	AMENO, MICHAEL	AMENO, MICHAEL	2	36	36	3/21/2024	RSA
116270	CAROLE FERRARA ASSOCIATES		2	36	36	3/19/2024	RSA
153590	MAROSE REALTY CORP.		2	36	36	4/4/2024	RSA
177920	MOSLEY, KATHERINE	MOSLEY, KATHERINE	2	36	36	3/21/2024	RSA
193670	J C REALTY LLC	CHRISTOFOROU, COSTAS	1	36	36	3/25/2024	RSA
198880	EGNA, MARILYN	EGNA, MARILYN	1	36	36	3/21/2024	RSA
255740	BARFIELD REALTY	Fields, Barrington	1	36	36	3/21/2024	RSA
288610	FRIED, PAUL	FRIED, JUDITH	4	36	36	3/25/2024	RSA
517930	339 EAST 57TH STREET LLC		1	36	36	3/19/2024	RSA
870870	1902 SEVENTH ASSOCIATES		1	36	36	3/18/2024	RSA
020410	D R W I CORP	WEIL, DAVID	1	37	37	3/27/2024	David R Weil
110520	HATZOGLOU, GREGORY	HATZOGLOU, GREGORY	2	37	37	4/4/2024	RSA
169460	MELIAGROS, PATRICIA	MELIAGROS, DENNIS P	1	37	37	3/25/2024	RSA
244500	FOSTER REALTY LLC	DIMAGGIO, ROY	1	37	37	3/25/2024	RSA
001330	CENTER REALTY CO	YEDVARB, STEVEN	3	38	38	3/21/2024	RSA
004400	ALCO REALTY CO		1	38	38	3/18/2024	RSA
074160	ENDRICH REALTY CORP		1	38	38	3/18/2024	RSA
157550	MAAN REALTY CO		1	38	38	3/19/2024	RSA
204990	PYROVOLAKIS, ODYSSEAS	PYROVOLAKIS, ODYSSEAS	1	38	38	3/25/2024	RSA
384640	6914 RIDGE BLVD LLC		1	38	38	3/18/2024	RSA
667100	POMECS INC		1	38	38	3/25/2024	RSA
889330	PAXIS, NIKI	PAXIS, NIKI	1	38	38	3/27/2024	RSA
035720	VALENTINES WAY CO	PEARSALL, NANCY	4	39	39	3/25/2024	RSA
048110	TSAI, FOO-CHONG	TSAI, FOO-CHONG	2	39	39	3/19/2024	RSA
100800	1967 OCEAN F & S LLC	ITSKOVICH, RUVIN	1	39	39	3/18/2024	RSA
248120	SUTTON REALTY ASSOCIATES		1	39	39	4/8/2024	RSA
298370	8302 REALTY CO		1	39	39	4/1/2024	RSA
381450	365 WESTMINISTER LLC		1	39	39	4/1/2024	RSA
381470	COLUMBIA ESTATE GARDEN APT LLC		1	39	39	4/1/2024	RSA
877690	3044 KINGSBRIDGE AVE LLC		1	39	39	3/27/2024	RSA
921310	PSJVR PROPERTY MGMT LLC	RAPPA, PETER	1	39	39	3/21/2024	RSA
001390	ABELA, RITA	ABELA, RITA	2	40	40	3/14/2024	Rita Abela
052930	COTHALIS REAL ESTATE	ESTATE, COTHALIS REAL	2	40	40	3/19/2024	RSA
138990	EAST WEST REALTY		2	40	40	3/18/2024	RSA
142960	LAMBADIS, GEORGE	LAMBADIS, GEORGE	1	40	40	3/21/2024	RSA
524970	2145 M V REALTY LLC		1	40	40	3/19/2024	RSA
638720	85 KENMARE REALTY CORP		1	40	40	3/25/2024	RSA
881660	ELLMAN, PAULA	ELLMAN, PAULA	2	40	40	3/18/2024	RSA
227440	ABRO MANAGEMENT CORP		1	41	41	3/18/2024	RSA
231790	TESORUCCIA	SCHIFINI, ALLISON	2	41	41	3/25/2024	RSA
246920	1576 MIDWOOD REALTY LLC		1	41	41	3/25/2024	RSA
246940	BROOKLYN REALTY LLC		1	41	41	3/25/2024	RSA
535330	TEITELBAUM, BELLA	TEITELBAUM, BELLA	1	41	41	3/18/2024	RSA
666690	GARDEN CITY BORDER APTS LLC		1	41	41	3/27/2024	RSA
878920	204TH ST ASSOCIATES INC		2	41	41	3/18/2024	RSA
125890	JERRILINE HOLDING CORP	LEDERMAN, G	3	42	42	3/18/2024	RSA
246840	1656 REALTY LLC		1	42	42	3/25/2024	RSA
013410	SANZ PROPERTY MANAGEMENT INC		3	43	43	3/22/2024	Rocio Sanz
033820	ALTIN REALTY LLC		2	43	43	4/1/2024	RSA
381460	MORNINGSIDE REALTY LLC		1	43	43	4/1/2024	RSA
526500	GRACIN, MARY J	GRACIN, MARY J	1	43	43	3/27/2024	Mary J Gracin
215390	KOWLOWITZ, HOWARD	KOWLOWITZ, HOWARD	4	44	44	3/19/2024	RSA
239320	BALAJ MGT		1	44	44	3/21/2024	RSA
852860	ARDITO, ALDO	ARDITO, ALDO	2	45	45	3/27/2024	RSA
382600	AEB 9 LLC		1	46	46	4/1/2024	RSA
388900	DAVOODZADEH, ROBERT	DAVOODZADEH, ROBERT	2	46	46	3/18/2024	RSA
535840	WILNER REALTY MGMT LLC	WILNER, RYWA	1	46	46	3/21/2024	RSA
092250	KINGSBRIDGE REALTY LLC		1	47	47	3/25/2024	RSA
178790	MULLARKEY, DENIS P	MULLARKEY, DENIS P	1	47	47	3/27/2024	RSA
246770	1388 BENSON REALTY LLC		1	48	48	3/25/2024	RSA
246930	QUENTIN REALTY LLC		1	48	48	3/25/2024	RSA
381440	ABM 75 REALTY LLC		2	48	48	4/1/2024	RSA
016560	BRI REALTY INC	MAGISTRO, STEVEN	1	49	49	3/19/2024	RSA
110770	OSSA PROPERTIES INC		3	49	49	4/2/2024	RSA
125390	JEFFMAR MANAGEMENT CORP		1	49	49	3/25/2024	RSA
270030	TOMBA REALTY LLC		1	49	49	3/21/2024	RSA
272640	MATERMAN, TANIA	MATERMAN, TANIA	1	49	49	3/25/2024	RSA
317460	2332 WALTON REALTY LLC	CEPEDA, MARCO	1	49	49	3/18/2024	RSA
397520	RAPOPORT, DANIEL	RAPOPORT, DANIEL	1	50	50	3/19/2024	RSA
466840	SONG, KINO	SONG, KINO	2	50	50	3/21/2024	RSA
570320	KREATSOULAS, COSTAS	KREATSOULAS, COSTAS	1	50	50	3/19/2024	RSA
101610	GRAVANTE, RICHARD S	GRAVANTE SR, NICHOLAS	5	51	51	4/4/2024	RSA
200890	EAST VILLAGE DEVELOPMENT		2	51	51	3/21/2024	RSA
613260	ROSE MGT		1	51	51	3/25/2024	RSA
202180	POSALSKI,	POSALSKI,	1	52	52	3/21/2024	RSA
205990	ORPHEUS MANAGEMENT CORP		7	52	52	4/2/2024	Douglas H McGee
382140	CORDERO, ANGELA	CORDERO, ANGELA	1	53	53	3/18/2024	RSA
518780	FIREWORKER, ROBERT	FIREWORKER, ROBERT	1	53	53	3/25/2024	RSA
597170	MARCUS, BENJAMIN	MARCUS, BENJAMIN	6	53	53	3/25/2024	RSA
605670	SUSSMAN, AARON	SUSSMAN, AARON	1	53	53	3/19/2024	RSA
699980	GOLDEN REALTY CO	HAROUNIAN, MICHAEL	2	53	53	3/21/2024	RSA
120610	WACHTEL MANAGEMENT CORP		4	54	54	3/21/2024	RSA
276140	YEDVARB, SCOTT	YEDVARB, SCOTT	1	54	54	3/21/2024	RSA
675260	BERTUNA, GERALD	BERTUNA, JOHN	2	54	54	3/18/2024	RSA
125340	BURNFORT MGMT, LLC		1	55	55	3/20/2024	Ann Marie Walsh
352920	JENNIE REALTY CORP		1	55	55	4/1/2024	Richard Lansky
531690	CHRISTAKOS, ANASTASIA	CHRISTAKOS, ANASTASIA	2	55	55	3/25/2024	RSA
647580	PARKER BLAKE LTD LLC	SHAPIRO, HAL	2	55	55	3/19/2024	RSA
144810	LATSKO, JAMES J	LATSKO, JAMES J	6	56	56	3/19/2024	RSA
367280	LLOYDS REALTY		2	56	56	3/29/2024	ARNOLD KOTZEN
656210	BENS REALTY		1	56	56	3/21/2024	RSA
183100	HESNOR REALTY LLC	Hochhauser, Jonathon	4	57	57	3/14/2024	Jonathan Hochhauser
656350	B K REALTY LLC		1	57	57	3/21/2024	RSA
003620	HAD REALTY LLC	AKSELRAD, DAVID	1	58	58	3/25/2024	RSA
180280	N M REALTY CO., LLC		1	58	58	3/22/2024	RSA
190870	PAGNOZZI, ERNESTO	PAGNOZZI, ERNESTO	1	58	58	3/18/2024	Ernesto Pagnozzi

881630	MALLAS, ANGELO	MALLAS, ANGELO	2	58	58	4/1/2024	RSA
013750	B H M REALTY		1	59	59	3/19/2024	RSA
140190	B A J OCEAN REALTY LLC		1	59	59	3/21/2024	RSA
183170	1900 ALBEMARLE LLC		1	59	59	3/25/2024	RSA
095880	STUYVESANT GARDENS CO		1	60	60	3/19/2024	RSA
161320	DAYTON REALTY COMPANY		1	60	60	3/20/2024	Dayton Small
205840	NUSSBAUM, ERIC	NUSSBAUM, ERIC	1	60	60	3/25/2024	RSA
312190	NAZARKEWYCZ, STEFKA	NAZARKEWYCZ, STEFKA	4	60	60	3/18/2024	RSA
674140	GEORGE L CADY ASSOCIATES INC		3	60	60	3/21/2024	RSA
727500	SIGMAN, ABRAHAM	SIGMAN, ABRAHAM	8	60	60	3/18/2024	RSA
019370	TABAROKI, FRANK	TABAROKI, FRANK	5	61	61	3/19/2024	RSA
067450	DOZIS, PETROS	DOZIS, PETROS	3	61	61	4/1/2024	RSA
692060	ROSENSHEIN, ARNOLD	ROSENSHEIN, ARNOLD	6	61	61	3/19/2024	RSA
395960	1668 REALTY ASSOCIATES, LLC		1	62	62	3/25/2024	RSA
181850	NEAMONITAKIS, PETROS	NEAMONITAKIS, PETROS	3	63	63	3/19/2024	RSA
528410	DAVI, CHARLES	DAVI, CHARLES	5	63	63	3/18/2024	RSA
126500	THERMOS, JOHN	JOHN, THERMOS	4	64	64	3/21/2024	RSA
157020	AGGO LLC	BECK, DAVID	7	64	64	3/19/2024	RSA
217470	68 STREET LLC		4	64	64	3/21/2024	RSA
246990	23RD REALTY LLC		1	64	64	3/25/2024	RSA
387890	SHERIDAN, CLAUDINE	SHERIDAN, CLAUDINE	1	64	64	3/18/2024	RSA
128770	JUDSON REALTY LLC		10	66	66	3/21/2024	RSA
201060	POLE REALTY CO		2	66	66	3/18/2024	RSA
376960	LAU, KAM BIU	LAU, KAM BIU	5	66	66	3/21/2024	RSA
880420	CHARLES, NORMAN	CHARLES, NORMAN	5	66	66	3/25/2024	RSA
309280	WISCHE, JOHN	WISCHE, JOHN	2	67	67	3/19/2024	RSA
246880	MARLE REALTY LLC		1	68	68	3/25/2024	RSA
510510	DAVIS, PETER	DAVIS, PETER	1	68	68	3/21/2024	RSA
136560	KOCH FAMILY L P	KOCH, N	4	69	69	3/18/2024	RSA
201520	KAKIVELIS, D RALIS/JIM	KAKIVELIS, D RALIS/JIM	2	70	70	3/19/2024	RSA
009360	WALTER & SAMUELS INC	SILVER, NORMAN	13	71	71	3/21/2024	RSA
091230	G L N REALTY	NAVE, GARY L	2	71	71	3/21/2024	RSA
024940	BERGMAN, MICHAEL	BERGMAN, MICHAEL	6	72	72	3/20/2024	Michael Bergman
078110	1160 RICHMOND OWNERS INC		1	72	72	3/19/2024	RSA
249040	TEITELBAUM, JACOB	TEITELBAUM, JACOB	2	73	73	3/18/2024	RSA
950040	BASULJEVIC, ADAM	BASULJEVIC, ADAM	6	73	0	4/1/2024	
246820	2685 REALTY ASSOCIATES LLC		1	76	76	3/25/2024	RSA
155510	LUBIN, EDWARD	LUBIN, EDWARD	8	77	77	4/1/2024	RSA
172710	RIDGE CREST REALTY	ANTONIADIS, J	5	78	78	3/18/2024	RSA
352130	RYAN, CHRISTOPHER	RYAN, CHRISTOPHER	3	78	78	3/22/2024	RSA
695160	1957 BRONXDALE CORP		1	78	78	3/25/2024	RSA
695200	G & G REALTY CORP II		2	78	78	3/18/2024	RSA
327940	DIAMOND PROPERTY GROUP		2	79	79	3/21/2024	RSA
180250	WEMANT LLC		1	81	81	3/19/2024	RSA
020850	AKSELRAD, DAVID	AKSELRAD, DAVID	1	82	82	3/27/2024	RSA
377220	EAGLE TENANTS CORP	HURLEY, PAUL	1	82	82	3/18/2024	RSA
067810	DRAKOTOS, NIKITAS	DRAKATOS, NIKITAS	3	83	83	3/18/2024	RSA
057640	AGGO LLC	BEEK, DAVID	6	84	84	3/19/2024	RSA
030870	WBR MANAGEMENT		2	85	85	3/21/2024	RSA
231630	SELVA, ANNA MARIA	SELVA, ANNA MARIA	2	85	85	3/21/2024	RSA
247960	SUSSMAN, A	SUSSMAN, A	3	86	86	3/19/2024	RSA
855400	WYDOWN MGT CORP	LEHMAN, MICHAEL	2	87	87	3/21/2024	RSA
524170	SHEEHAN, JOHN P	SHEEHAN, JOHN P	4	90	90	3/18/2024	RSA
070850	EBERHART, ROBERT	EBERHART, ROBERT	6	92	92	3/18/2024	RSA
007650	ROSENTHAL, LEWIS	ROSENTHAL, LEWIS	7	93	93	4/1/2024	Lewis Rosenthal
025210	OSSO, MARIO	OSSO, MARIO	9	94	94	3/14/2024	Mario Osso
833650	ABM MGT CORP		4	96	96	3/15/2024	RSA
063840	DIGBY MANAGEMENT CO LLC	FECHTER, DEBBIE	7	99	99	3/19/2024	RSA
036240	GROSSMAN, M	GROSSMAN, M	4	100	100	3/18/2024	RSA
521520	TINA & KAY ESTATES		2	101	101	4/1/2024	RSA
317320	KOSTAS & MICHAEL REALTY CORP		7	102	102	3/25/2024	RSA
175130	MOLLANO, IDA	MOLLANO, IDA	8	103	103	4/5/2024	RSA
163420	YORKSHIRE APARTMENTS INC		1	104	104	3/21/2024	RSA
230610	JOSHUA BAILY SHIPPING CO	BZEZINSKI, JOHN	1	104	104	3/19/2024	RSA
697870	HIRSCH, CORY	HIRSCH, CORY	15	104	104	3/19/2024	RSA
861370	FOUNDOS, LOUIS	FOUNDOS, LOUIS	4	105	105	3/18/2024	RSA
206230	DZIUBA, MARIANNE	DZIUBA, MARIANNE	1	107	107	3/15/2024	RSA
305100	INGRAVALLO, JOHN	INGRAVALLO, JOHN	6	107	107	3/18/2024	RSA
389590	SPITALNICK, ROBERT	SPITANLNICK, ROBERT	5	107	107	4/2/2024	Robert Spitalnick
090180	SKS ENTERPRISES LLC		3	108	108	3/21/2024	RSA
864530	BONNIE LYNN REALTY		1	108	108	3/19/2024	RSA
201660	PONTE EQUITIES INC	MELE, JOHN D	5	110	110	3/18/2024	RSA
241640	ALKAL L.P.		1	110	110	3/19/2024	RSA
343390	JACOBSON, DOUGLAS	JACOBSON, DOUGLAS	4	114	114	3/21/2024	RSA
522340	SLOAN REALTY LLC	ANTONIADIS,	6	120	120	3/18/2024	RSA
864570	SYL-LEN REALTY CORP		1	126	126	3/19/2024	RSA
003270	PALINDROME CORP		8	127	127	3/18/2024	RSA
110710	HAVIARAS, STAVROS	HAVIARAS, STEVE	3	133	133	4/1/2024	RSA
701840	MAZUREK, JULIUS	MAZUREK, JULIUS	4	135	135	3/25/2024	RSA
864560	FAMMA REALTY		1	138	138	3/19/2024	RSA
164790	MARTIRE, LARRY	MARTIRE, LARRY	2	143	143	3/19/2024	RSA
106470	ELGART, BRIAN	ELGART, BRIAN	13	147	147	3/22/2024	Brian Elgart
196150	DELJANIN MGT CORP		2	151	151	3/26/2024	sadmir deljanin
858880	SHORE, MARC	SHORE, MARC	6	151	151	3/18/2024	RSA
220240	ROSENBERG REALTY GROUP, INC	MARTZ, LORRAIN	3	153	153	3/19/2024	RSA
035590	TEAM MANAGEMENT LLC		8	161	161	3/25/2024	RSA
066050	DOMNITCH, HAROLD	DOMNITCH, HAROLD	3	165	165	3/21/2024	RSA
102940	KISSLING REALTY ADVISORS LLC	KISSLING, ANTHONY M	10	177	177	3/27/2024	RSA
702230	GREEN, SHIRLEY	GREEN, SHIRLEY	8	178	178	3/25/2024	RSA
798600	IZZO, JEFFREY	IZZO, JEFFREY	5	180	180	3/28/2024	Arthur Gabriel
091810	GARROW, VINCENT	GARROW, VINCENT	6	181	181	3/21/2024	RSA
727990	FISHER, ANGELA	FISCHER, ANGELA	3	189	189	3/21/2024	RSA
346630	KRUMHOLZ REALTY		3	193	193	3/18/2024	RSA
044890	CHATAM MGT CO INC		6	195	195	3/19/2024	RSA
139220	KREATSOULAS, PETER	KREATSOULAS, PETER	4	197	197	3/19/2024	RSA
154060	HESKEL'S ASSET MGMT, LLC	SARRAF, MARK	3	201	201	3/19/2024	RSA
196950	PROGRESSIVE MGMT OF NY CORP	SEYCHELL, EVA	5	211	211	3/21/2024	RSA
028740	MENALON REALTY		6	220	220	3/27/2024	RSA
006630	KRONENBERG, WILLIAM	KRONENBERG, WILLIAM	3	222	222	3/11/2024	William Kronenberg

388630	KURZNER, NEAL	KURZNER, NEAL	9	234	234	3/19/2024	RSA
866380	ALPERT, JOSEPH	ALPERT, JOSEPH	2	235	235	3/21/2024	RSA
119260	JEFFRIES MORRIS, INC.	LINDNER, WILLIAM		248	248	4/2/2024	Vote at member meeting
107100	ABC REALTY	WIEN, JEFF	7	252	252	3/22/2024	RSA
631290	TREZZA MGT INC		27	262	262	3/28/2024	RSA
216480	PATRICK J FALCI MGMT CO INC		8	269	269	3/19/2024	RSA
772470	363 GOWANUS DEVELOPERS LLC.	LUFTIG, MATT	1	270	270	4/1/2024	RSA
642390	LTD MANAGEMENT		5	272	272	3/25/2024	RSA
877500	HOFFMAN MGT	Carter, Jamie	9	282	282	3/18/2024	Andrew Hoffman
808390	TOWER 31 LLC		1	283	283	4/1/2024	RSA
842300	PAGE MGT CO INC		10	300	300	3/19/2024	RSA
098300	ALLEGIANT MGT CORP		9	302	302	3/20/2024	CANTORRECP@aol.com
664850	CENTRAL PARK SOUTH ASSOCIATES		1	314	314	3/15/2024	RSA
876610	FARKAS, JEFFREY	FARKAS, JEFFREY	8	319	319	3/25/2024	RSA
206130	SIBLING MANAGEMENT INC		5	321	321	3/18/2024	RSA
262740	CEDAR MANAGEMENT CORP		18	321	321	3/19/2024	RSA
110560	GREENHILL MGMT, LLC		8	330	330	3/20/2024	Ann Marie Walsh
381040	TOWER 111		1	336	336	4/1/2024	RSA
023070	BERTUNA, GERALD	BERTUNA, GERALD	7	340	340	3/18/2024	RSA
201360	NELSON MANAGEMENT GROUP LTD		4	343	343	3/21/2024	Robert Nelson
307720	HOFFMAN, MARK	CHWATT, EDWARD	1	348	348	3/21/2024	RSA
352230	KINSEY EQUITIES, LLC		25	350	350	3/21/2024	RSA
357260	MDAYS REALTY LLC	BLACHMAN, JACK	14	353	353	3/18/2024	RSA
019550	PPM CORP		21	358	358	3/19/2024	RSA
134840	KINSOR MANAGEMENT CO	SORKIN, ATTN MR MORTC	7	383	383	3/25/2024	RSA
310450	STONE PROPERTIES GROUP LLC		21	387	387	3/26/2024	RSA
237460	TOPAZ REALTY MANAGEMENT LLC		12	413	413	3/13/2024	Ameet Sachdev
307920	MANAS REAL ESTATE MANAGEMENT	MAMOUNERS, TOMMY	22	428	428	3/20/2024	Stamatios Mamounas
318720	KIZNER ASSOCIATES, INC		30	436	436	3/19/2024	RSA
169860	SCHUR MGMT CO LTD		10	444	444	3/26/2024	RSA
810100	R & C MGT CO		7	454	454	3/18/2024	RSA
295600	MARLBORO REALTY ASSOC		8	463	463	4/5/2024	RSA
126150	DELTA MGT LLC	SOLLAR, M.J	7	469	469	3/25/2024	RSA
220000	RUDIN MANAGEMENT	BARAN, JESSICA		474	474	4/2/2024	Vote at member meeting
704500	MIRIMAR MGT CORP		9	491	491	3/19/2024	RSA
181770	LWC MGT CORP		25	507	507	3/25/2024	RSA
219750	IBEC BUILDING CORP	BRAHIMY, SAMY	7	525	525	3/21/2024	RSA
123770	JAKOBSON PROPERTIES		22	566	566	3/21/2024	RSA
094180	GERSHON, ROBERT	GERSHON, ROBERT	23	641	641	3/21/2024	RSA
632160	ERICKSON, SANDRA	ERICKSON, SANDRA	29	650	650	3/19/2024	RSA
109380	PINE MGT INC		36	658	658	3/19/2024	ilyse rohlman
102360	TIME EQUITIES INC		68	677	677	3/18/2024	RSA
201090	EMPRESS PROPERTY GROUP	BAUTA, MEL	18	703	703	3/15/2024	Lav Bauta
638580	PROPERTY SERVICES LLC	WAGMAN, DAVID	14	735	735	3/19/2024	RSA
024230	JACK RESNICK & SON INC		6	888	888	3/20/2024	RSA
021350	M & R MGT CO INC		10	927	927	3/14/2024	Zachary Kerr
688270	MANHATTAN SKYLINE MGMT CORP	MARIANA, VREDJIAN	35	942	942	4/2/2024	Laurie Zucker
033710	BUCHBINDER & WARREN LLC	Giselle, Mandry-Vazquez	51	1,038	1,038	3/14/2024	RSA
011190	GATSBY ENTERPRISES LLC		41	1,118	1,118	3/18/2024	RSA
037160	REALTY GROUP NORTH	ROTH, PHIL	29	1,296	1,296	3/14/2024	RSA
199470	PIKUS, RUBIN	VAZQUEZ, SEMA	30	1,541	1,541	3/25/2024	RSA
632920	KATZ REALTY GROUP		28	1,698	1,698	3/21/2024	RSA
863760	TRYAX REALTY MGT		37	1,725	1,725	3/19/2024	RSA
879330	STONEHENGE MGT LLC	Stern, Stav	14	1,733	1,733	3/25/2024	RSA
077650	WEISS REALTY LLC		39	1,736	1,736	3/19/2024	RSA
863890	SDG MGT CORP		45	2,048	2,048	3/25/2024	RSA
506060	CENTRAL QUEENS PROPERTIES ASSO		13	2,244	2,244	4/1/2024	RSA
392500	DITMAS MGT CORP	SIRULNICK, ATTN: AARON	43	2,357	2,357	3/19/2024	RSA
130090	KALED MGT CORP		42	2,399	2,399	3/15/2024	RSA
166760	GPG MANAGEMENT	KANDEL, KEN	125	3,210	3,210	3/21/2024	RSA
021200	MANOCHERIAN BROTHERS	PETERS, MICHAEL	66	3,305	3,305	3/26/2024	RSA
343460	BLDG MANAGEMENT CO, INC	NAPOLITANO, MICKEY	78	3,419	3,419	3/21/2024	RSA
339210	PARKOFF MANAGEMENT CORP	PARKOFF, ADAM	61	3,549	3,549	3/19/2024	RSA
097060	GLENWOOD MANAGEMENT CORP	NOWAK, MARYELLEN	24	4,350	4,350	3/25/2024	RSA
367160	ROSE ASSOCIATES INC		39	4,710	4,710	3/21/2024	RSA
147850	LEMLE & WOLFF INC		160	5,220	5,220	3/22/2024	RSA
031770	BRONSTEIN PROPERTIES LLC	ALLI, CAMILLE	100	5,583	5,583	3/21/2024	RSA
329210	EQUITY RESIDENTIAL	ALTSHULER, BARRY	27	6,657	6,657	3/25/2024	RSA
846740	STELLAR MGT		103	8,244	8,244	3/18/2024	FRANCINE SCHIFF
284520	LANGSAM PROPERTY SERVICES COF	MARET, RAJ	231	8,680	8,680	3/19/2024	RSA
872720	S.W. MANAGEMENT LLC.		245	9,013	9,013	3/20/2024	RSA
146980	KINGS & QUEENS MAINTENANCE SEF	BRODA, MARGARET	1	11,516	11,516	3/21/2024	RSA
				Total Votes In Favor	**143389**		
				Total Members in Favor	**1149**		

Votes Opposed

Total members represented at meeting	1175
Total votes	144536
Total members opposed	25
% of total members	2.13%
Total units opposed	1147
% of total units	0.79%

MEMBER ID	NAME	CONTACT	REGISTER	REGISTERED UNITS	VOTED UNITS	DATE VOTED	ENTERED BY
396610		BRILL, HAL		28	28		Proxy to C. Athineos
879170	Bay Ridge Management Corp			475	475		Proxy to C. Athineos
880550	7721 Realty, LLC	BOUZALAS, GEORGE		28	28		Proxy to C. Athineos
090390		GJINOVIC, RESHIT		6	6		Proxy to C. Athineos
532230	ATHINEOS ENTERPRISES	ATHINEOS, CHRISTOPHER		68	68	4/2/2024	
273070	ATHINEOS, PETER	ATHINEOS, PETER		110	110	4/2/2024	
303350	Bisceglia, LP	BASKIN, KAREN		49	49	4/2/2024	
017960	Baumrind & Baumrind	BAUMRIND, LUCY		8	8	4/2/2024	
617950	Oakmel Enterprises Inc.	BLASSE, EMILIO		17	17	4/2/2024	
112780	Ping on Realty Corp.	CHIN, HOWARD		26	26	4/2/2024	
817050	KORCHAK, ANN	KORCHAK, ANN		20	20	4/2/2024	
138890	KRAMARCHUK, JR., ZEN	KRAMARCHUK, JR., ZEN		8	8	4/2/2024	
314410	LEE, IRVING	LEE, IRVING		8	8	4/2/2024	
165850	LONG, LESLIE	LONG, LESLIE		17	17	4/2/2024	
520430	MCHUGH, GERARD	MCHUGH, GERARD		20	20	4/2/2024	
283980	MELZER, ROGER	MELZER, ROGER		8	8	4/2/2024	
347280	Luso Brazil Realty	PEDRAS, ISABEL		75	75	4/2/2024	
084720	Keron Realty Corp	REDHEAD, SHARON		39	39	4/2/2024	
013410	SANZ, ROCIO	SANZ, ROCIO		43	43		Proxy to A. Sirulnick
304080	SHAHWAN, RENEE	SHAHWAN, RENEE		35	35	4/2/2024	
188050	SILBER, JIMMY	SILBER, JIMMY		2	2	4/2/2024	
102480	KARDAMYLA REALTY CORP.	TSEVDOS, JOHN		20	20	4/2/2024	
881460	WIENER, FREDERICK	WIENER, FREDERICK		23	23	4/2/2024	
073593	J&E Realty	ZEGELSTEIN, ELSA		7	7	4/2/2024	
906870	ZEGELSTEIN, RICKY	ZEGELSTEIN, RICKY		7	7	4/2/2024	
				Total Votes Opposed	**1147**		
				Total Members Opposed	**25**		

RSA

WE
HOUSE
NEW YORK

Rent Stabilization Association

MEMBERSHIP

SERVICES

Annual Safety Notice Service

New York City housing law requires that once each year a building owner must provide the building's tenants with three safety notices relating to:

- ***Window Guards***
- ***Lead Paint***
- ***Fire Safety Plans***

The RSA Annual Safety Notice Service mails the required window guard and lead paint notices as well as fire safety plans to each of your tenants. RSA provides postage paid envelopes to facilitate their response and maintains proof of each mailing as well as a copy of the notice, as required by law. Tenants can reply by mail, phone or online. After the notices are delivered and responses are submitted to RSA they are scanned, coded and stored on RSA's secure website.

Our Safety Notice website is a complete digital back office. The site provides response rates, work orders for window guard installation and lead paint inspection. It also directs on-site follow up for those tenants that remain unresponsive after multiple delivery attempts. Letters required by the New York City Board of Health listing those tenants who failed to respond can be generated on the site, printed and subsequently mailed by the subscribing member.

The RSA Safety Notice Service provides everything you need to comply with requirements of law and to protect you in the event of an unfortunate occurrence in your building.

POLICY
LAWS
PROCESS
COMPLIANCE
GUIDELINES
REGULATIONS

Rent Registration

New York State Law requires that rent stabilized rents be registered with the Division of Housing and Community Renewal (DHCR) each year. April 1 rents must be registered with the DHCR by July 31st, failure to do so can result in rent rollbacks and severe financial penalties.

To help our members avoid these obstacles RSA offers the fastest, easiest and most reliable way to register your building's rents every year. RSA's Rent Registration Service has been utilized by members and non-members alike for over 30 years.

RSA will digitally transfer your individual apartment and building summary information directly into the DHCR database. We print and mail annual rent registration tenant notices, provide affidavits for proof of mailing and store all of this information electronically so that subscribing members can prove legal compliance at any future date. Complete peace of mind.

The Online Rent Registration Service goes a step further by creating a completely paperless solution. The service auto-renews yearly so that subscribers can manage their properties with confidence, knowing that RSA will handle the annual task with complete reliability.

RSA Forms and Documents

New York City can be a difficult place to do business. Without a clear understanding of what is expected, owners can face unwanted legal action. With this in mind RSA has created a marketplace for our members to visit in order to access high quality documents with best practice language. Our members can be assured that when they lease their units, when they post necessary safety decals and when they deliver a legally required disclosure an RSA supplied form will deliver the most thorough and clearest language as required by law.

A wide array of documents including, but not limited to, rent stabilized leases, free market leases and all related forms is available. Members enjoy discounted pricing.

RSA has created a marketplace for our members to visit in order to access high quality documents with best practice language.

Lease Renewal Service

The RSA Lease Renewal Service is the easiest way to manage the renewal process for tenant leases. This vital service helps to remove a great deal of the risk associated with the strict timelines that must be adhered to when managing rent stabilized renewals at your properties.

RSA maintains a thorough database of our subscribing member's leases. Four months prior to expiration RSA will individually mail three copies of all proposed renewal leases to the member. Upon receipt the member is then required to forward those three copies of the proposed renewal leases to the tenant(s) in question for execution. The building owner must provide the renewal lease to the tenant at least 90, but no more than 150, days prior to lease expiration.

Upon execution, the tenant returns all three copies to the building owner so that the agreement can then be fully executed. The owner retains a copy for their records, provides a fully executed copy to the tenant and one to the RSA Lease Renewal Service as well.

The Lease Renewal Service is convenient, automatic and reliable.

RSA Mortgage Brokerage

RSA Mortgage Brokers, a collaboration of RSA and the New York City Housing Partnership, is the mortgage lending solution designed to meet the unique mortgage financing needs of our members that own small to midsized multi-family and mixed use properties.

Over the years many RSA members have shared countless tales of difficulty they have experienced when working with mortgage lenders. Bringing our two organizations together to both simplify and expedite the mortgage lending process for our combined membership was a logical progression.

Our mortgage professionals help RSA members to navigate the lending labyrinth while overcoming any pitfalls usually associated with running afoul of New York City's extensive housing bureaucracy. Problems and challenges that most lenders can't overcome are routine speed bumps for the RSA Mortgage team. We know the neighborhoods where you own property, we understand the economics of buildings like yours and we present your application to lenders who share that understanding.

We arrange loans for purchase and refinance alike, for multi-family and mixed use, for senior housing, cooperatives and affordable housing programs.

We simplify the loan process. Call us today!

RSA Mortgage Brokerage

Legal Plan

The RSA Legal Plan is designed to minimize the time and money members spend on legal proceedings. It covers administrative and Housing Court matters and in some instances Civil and Supreme Court as well.

Legal Plan members receive a FREE 30 minute initial consultation for each covered matter that they raise. After the initial consultation plan members are billed at a sharply discounted, fixed hourly rate for any subsequent legal advice they require. Subscribing members are also charged reduced fees for the preparation, serving and filing of Housing Court petitions. The plan provides members with professional, ethical and personalized advice designed to reduce litigation exposure and to resolve basic landlord/tenant issues expeditiously.

Enrollment is simple. Participants are assigned counsel by the Plan Administrator and may engage with their legal counsel on as many matters as their needs require – remember the first 30 minutes for each individual matter is a no cost consultation.

If for any reason Plan members are not satisfied with the RSA Legal Plan they may cancel at any time with 30 days' notice and receive a pro-rata refund of their Legal Plan membership fee.

Insurance

The RSA Insurance Agency is a fully licensed insurance brokerage dedicated exclusively to the needs of RSA members. The agency was conceived to help our members do away with the inefficient and bloated policies that most agents create because they are simply not familiar with the unique demands and the necessary requirements that a multifamily policy must contain. The RSA Insurance Agency reviews member property and general liability policies for ways to reduce premiums while maintaining appropriate coverage. They focus on minimizing exposure and delivering competitive rates.

A no cost, no obligation analysis is provided to all members.

All carriers are A.M. Best rated 'A' or better.

RSA Insurance Agency

Contractor Referral Network

Some RSA members manage properties that were built more than 100 years ago, others manage newly constructed buildings. Invariably, the need for a skilled tradesman, a plumber, an electrician, a landscaper or any of a host of different professionals will be called on in order to keep your property in tip top shape. With this in mind RSA has created the Contractor Referral Network. Available only to members of the RSA. We have created a database of vendors and contractors that are well established in their field of expertise and are able to deliver results in the timely manner that your business requires.

There is no cost to members to use this service.

Simply submit your request online, in person or over the phone and you'll be matched with three different service providers, local to your property, willing to provide a free estimate and/or proposal for the work you require. It is a simple process that allows our membership to offer reviews and references for a wide variety of contractors and service providers throughout New York City.

We have created a database of vendors and contractors that are well established in their field of expertise and are able to deliver results in the timely manner that your business requires.

Tenant Screening

Because finding the most reliable tenants is an important part of what you do, RSA has partnered with the best court and credit screening agencies available and we've leveraged the sheer size of our member base to deliver the best credit intelligence money can buy at a price point that is second to none.

Our tenant screening service is as thorough as it is customizable. From single, dual and tri merged repository credit reports to criminal background searches with housing court histories, the RSA tenant screening platform delivers comprehensive data, as in-depth as your business requires, using the most expedient online interface, available 24/7, at a price that delivers real value to our members.

Before you take on any new tenant let the RSA Tenant Screening Service help you to make the right decision every time.

RENTAL APPLICATION
Date of anticipated move

UTILITIES & TECHNOLOGY

Fuel Savings Program

The RSA Fuel Savings program has just one purpose:

Deliver the lowest cost fuel to RSA members.

We've leveraged the buying power of the RSA member base to negotiate the lowest possible pricing with some of the largest fuel oil suppliers in the city. Each year our members purchase millions of gallons of fuel oil at prices that are at a steep discount to retail prices. Our fuel oil buying group is the largest of its kind in New York City so our members are a top priority with the fuel oil companies that are allowed to participate in the program.

In order for a vendor/supplier to be admitted to the RSA Fuel Savings Plan they must provide 'will call' daily pricing, they must offer the option for service contracts and they must also offer the option of scheduled deliveries.

Application to the plan is simple and enrollment is FREE. Once a member is enrolled in the plan an approved supplier is assigned and deliveries can be scheduled at once.

Energy and Water Audits

RSA members are always looking for ways cut costs and run their properties more efficiently. Inefficiency is an ever present threat to business owners everywhere so we have pioneered a no cost, no obligation money saving utilities auditing solution that allows owners throughout the city to determine if their buildings are operating at peak efficiency and also if they are being billed properly for their water and energy usage.

Participating energy and water auditors will visit your building(s) perform a detailed analysis of the property and provide money saving suggestions. Some suggestions can be performed by a Superintendent or even the owners themselves, while other suggestions could be significantly more extensive. Both the report and recommendations are free to RSA members.

Call to set up your FREE audit today.

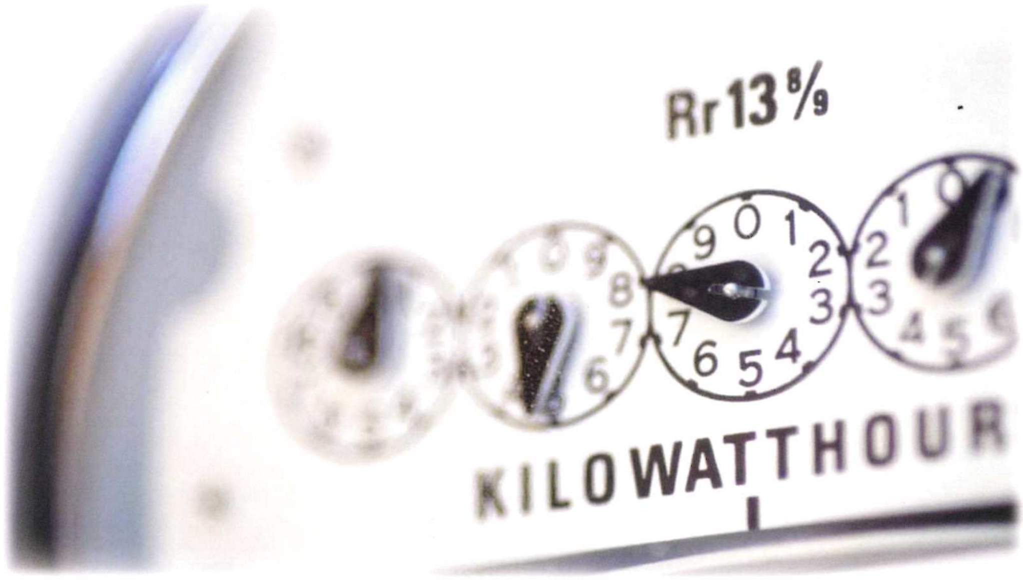
Gas & Electric Savings Program

The RSA Energy Service Company (ESCO) program allows enrolled members to negotiate the lowest possible electric and gas prices with as many as 8 different ESCOs. At RSA we have created a platform that allows a variety of ESCO providers to bid on the opportunity to deliver gas, electric or both to RSA members. Due to the sheer size of the opportunity that RSA members collectively represent, participating ESCOs consistently deliver some of the lowest prices per kilowatt hour and prices per therm available anywhere.

Enrollment could not be easier, simply contact the RSA and supply us with your last two (2) months' worth of gas and/or electric bills. RSA will submit the request for bid on your behalf. Once responses are received we'll contact you with the lowest prices offered. Both fixed and variable options are available.

Billing can remain consistent with how you currently pay for building utilities – the only change will likely be the supplier and the new pricing.

Submit your ESCO inquiry today and you could be saving money on gas and electric tomorrow.



Technology

RSA and **Tennetsoft.com** have jointly developed what is being billed as the easiest way to manage all of your tenant's data. Tennet is a robust yet inexpensive cloud based solution for building owners to use for property management. While most of the solutions available on the market today focus on the needs of the institutional sized property manager, Tennet was designed with smaller sized property management operations in mind.

Tennet offers the most important, basic services required of a property management software solution without getting bogged down with non-essential features. The most important aspects of its design is its functionality and user simplicity.Tennet is an easy to use solution that delivers only the most important features and does so with a simple and easy to understand interface.

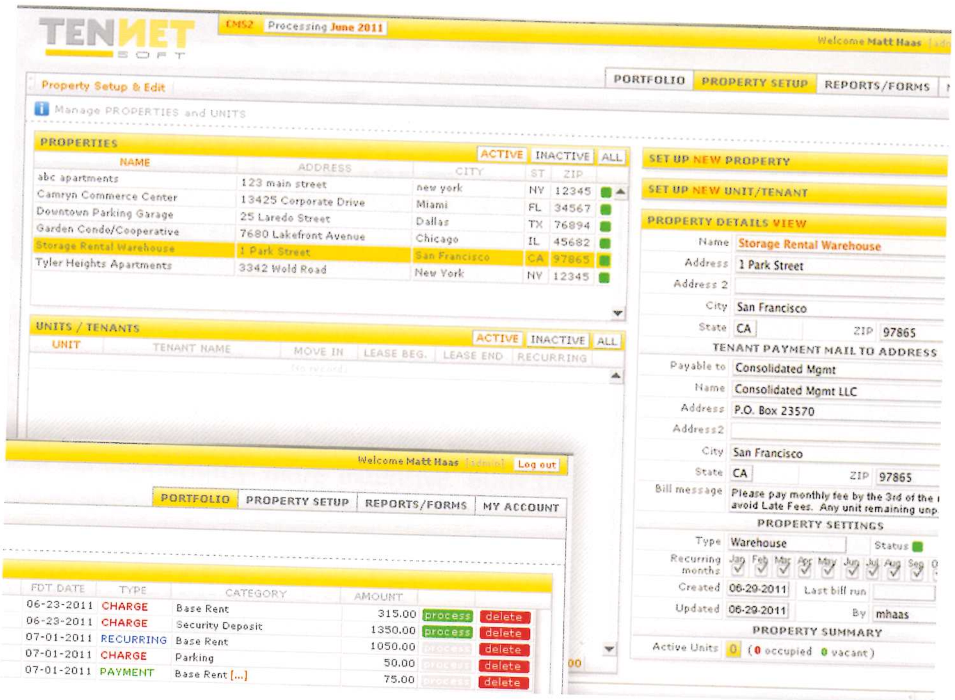
The design works.

All cloud based data is secure and password protected. Any computer with an internet connection can become your Tennet work station.

Tennet offers a FREE 60 day trial to members with no commitment or contractual obligation. The Tennet team will load your building data and your tenant data into the system for your trial at no cost. Members may cancel at any time.

Let RSA set up a TennetSoft.com product demo at a time that is convenient for you.

TENNET
SOFT.COM



PROPERTIES

ACTIVE | INACTIVE | ALL

NAME	ADDRESS	CITY	ST	ZIP	
abc apartments	123 main street	new york	NY	12345	🟩
Camryn Commerce Center	13425 Corporate Drive	Miami	FL	34567	🟩
Downtown Parking Garage	25 Laredo Street	Dallas	TX	76894	🟩
Garden Condo/Cooperative	7680 Lakefront Avenue	Chicago	IL	45682	🟩
Storage Rental Warehouse	1 Park Street	San Francisco	CA	97865	🟩
Tyler Heights Apartments	3342 Wold Road	New York	NY	12345	🟩

UNITS / TENANTS

ACTIVE | INACTIVE | ALL

UNIT	TENANT NAME	MOVE IN	LEASE BEG.	LEASE END	RECURRING

PROPERTY DETAILS VIEW

Name: Storage Rental Warehouse
Address: 1 Park Street
Address 2:
City: San Francisco
State: CA ZIP: 97865

TENANT PAYMENT MAIL TO ADDRESS

Payable to: Consolidated Mgmt
Name: Consolidated Mgmt LLC
Address: P.O. Box 23570
Address2:
City: San Francisco
State: CA ZIP: 97865
Bill message: Please pay monthly fee by the 3rd of the avoid Late Fees. Any unit remaining unp

PROPERTY SETTINGS

Type: Warehouse Status: 🟩
Recurring months: Jan ☑ Feb ☑ Mar ☑ Apr ☑ May ☑ Jun ☑ Jul ☑ Aug ☑ Sep ☑
Created: 06-29-2011 Last bill run:
Updated: 06-29-2011 By: mhaas

PROPERTY SUMMARY

Active Units: 0 (0 occupied 0 vacant)

FDT DATE	TYPE	CATEGORY	AMOUNT		
06-23-2011	CHARGE	Base Rent	315.00	process	delete
06-23-2011	CHARGE	Security Deposit	1350.00	process	delete
07-01-2011	RECURRING	Base Rent	1050.00	process	delete
07-01-2011	CHARGE	Parking	50.00	process	delete
07-01-2011	PAYMENT	Base Rent [...]	75.00	process	delete